

# MAGGIORE

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Mass Housing  
Comprehensive Permit  
Site Approval Application  
Homeownership

1021 & 1025  
Massachusetts Avenue  
Arlington

1025 Mass Ave, LLC  
May 2022



**Comprehensive Permit  
Site Approval Application  
Homeownership**

[www.masshousing.com](http://www.masshousing.com) | [www.masshousingrental.com](http://www.masshousingrental.com)





## Comprehensive Permit Site Approval Application/Homeownership

Attached is the Massachusetts Housing Finance Agency ("MassHousing") application form for Project Eligibility/Site Approval ("Site Approval") under the state's comprehensive permit statute (M.G.L. c. 40B, Sections 20-23 enacted as Chapter 774 of the Acts of 1969) known as "Chapter 40B". Developers seeking a comprehensive permit to construct affordable housing under Chapter 40B and intending to use a MassHousing financing program or financing through the New England Fund ("NEF") program must receive Site Approval from MassHousing. This approval (also referred to as "project eligibility approval") is a required component of any comprehensive permit application to be submitted to the local Zoning Board of Appeals of the municipality in which the development is to be located.

As part of its review of your application, MassHousing will conduct an inspection of the site and will solicit comments from the relevant municipality. MassHousing will consider any relevant concerns that the municipality might have about the proposed project or the developer. The applicant is encouraged, therefore, to make contact with the municipality prior to submitting the Site Approval application in order to ensure that the applicant understands any concerns that the municipality may be likely to raise regarding the proposed development.

In order for a project to receive Site Approval, MassHousing must determine that (i) the applicant has sufficient legal control of the site, (ii) the applicant is a public agency, non-profit organization or limited dividend organization, and (iii) the applicant and the project are generally eligible under the requirements of the MassHousing program selected by the applicant, subject to final eligibility review and approval. Furthermore, MassHousing must determine that the site of the proposed project is generally appropriate for residential development (taking into consideration municipal actions previously taken to meet affordable housing needs) and that the conceptual project design is generally appropriate for the site. In order for MassHousing to be able to make these findings (required by 760 CMR 56.04 (4)), it is important that you answer all questions in the application and include all required attachments.

**Please note that MassHousing requires that all applicants meet with a member of our Planning and Programs Department staff before submitting their application. Applications for any projects that have not been the subject of a required pre-application meeting will not be accepted or processed.**

Upon completion of its analysis, MassHousing will either issue a Site Approval Letter that approves, conditionally approves or denies the application. If the application is approved, the applicant should apply to the Zoning Board of Appeals within two years from the date of the Site Approval Letter (unless MassHousing extends such term in writing).

Please note that Site Approval from MassHousing does not constitute a loan commitment by MassHousing or any other financing program. All potential MassHousing financing is subject to further review and underwriting by MassHousing's Rental Lending Department.

Please be sure you have familiarized yourself with all of the applicable requirements set forth in the Chapter 40B regulations and guidelines, which can be found at

<https://www.mass.gov/doc/760-cmr-56-comprehensive-permit-low-or-moderate-income-housing/download>  
[www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf](https://www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf).

Instructions for completing the Site Approval Application are included in the application form which is attached. The completed application form and all additional documentation should be sent, after your pre-application meeting has been held, to:

**Manager of Planning Programs  
One Beacon Street, Boston, MA 02108**

We look forward to working with you on your proposed development. Please contact Jessica Malcolm at 617-854-1201 or [jmalcolm@masshousing.com](mailto:jmalcolm@masshousing.com) to discuss scheduling your pre-application meeting or if there is any assistance that we can provide in the meantime to make your application process a smooth and efficient one.

### **Our Commitment to You**

MassHousing recognizes that applicants seek some measure of predictability regarding the timeframe for our processing of their applications. Our staff will endeavor to adhere to the following schedule for reviewing applications for site approval :

Within one week of receipt of your application (provided that you have attended a required pre-application meeting) a member of our staff will notify you of any of the items listed on the checklist at the end of the application form that were missing from your application package. Please note that our acknowledgement of receipt of an item does not indicate that any substantive review has yet taken place.

**If your application package is missing any of the items indicated on the checklist by an asterisk, we will not be able to continue processing your application until such items are received.**

If we have received the information which is crucial to the commencement of our review process, we will proceed to (i) give the municipality a period of thirty (30) days in which to submit comments relating to your proposal, (ii) schedule and conduct a site visit, and (iii) solicit bids for and commission and review an "as is" appraisal of your site.

If during our review of your application package we determine that additional information or clarification is needed, we will notify you as soon as possible. Depending on when we receive such additional information, this may affect the amount of time required for MassHousing to complete the site approval process.

Assuming that your application package was complete and that you respond in a timely manner to requests for additional information or clarification, we would expect to issue or deny your site approval within 90 days of our receipt of your application package.



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# GENERAL INFORMATION

**Application for Chapter 40B Project Eligibility / Site Approval**  
**for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects**

**Section 1: GENERAL INFORMATION**

**Name of Proposed Project:** The Residences at Mill Brook

**Municipality:** Arlington

**County:** Middlesex

**Address of Site:** 1021 & 1025 Massachusetts Avenue

**Cross Street:** n/a

**Zip Code:** 02476

**Tax Parcel I.D. Number(s):** 055.0-0002-0019.0 & 055.0-0002-0020.0

**Name of Proposed Development Entity** 1025 Mass Ave LLC

*(typically a single purpose entity):*

**Entity Type:** Limited Dividend Organization

*\* If the Proposed Development Entity is a Non-Profit, please contact MassHousing regarding additional documentation that must be submitted.*

**Has this entity already been formed?** Yes

**State Formed:** Massachusetts

**Name of Applicant:** 1025 Mass Ave LLC

*(typically the Proposed Development Entity or its controlling entity or individual)*

**Applicant's Web Address:** www.maggiore.co

Does the Applicant have a related party relationship with any other member of the development team? Yes

**If yes, please explain:**

The Applicant intends to use Maggiore Construction Corporation as the General Contractor.

**Primary Contact Information:**

**StateDesc**

**Contact Name:** Matthew Maggiore

**Relationship to Applicant:**

**Company Name:** 1025 Mass Ave LLC

**Address:** 13 Wheeling Avenue

**Municipality:** Woburn

**State:** Massachusetts

**Zip:** 01801

**Phone:** 781-935-6100

**Cell Phone:** 781-718-2005

**Email:** matt@maggiore.co

**Secondary Contact Information:**

<b>Contact Name:</b>	<b>Relationship to Applicant:</b>	
<b>Company Name:</b>		
<b>Address:</b>		
<b>Municipality:</b>	<b>State:</b>	<b>Zip:</b>
<b>Phone:</b>	<b>Cell Phone:</b>	
<b>Email:</b>		

**Additional Contact Information:**

<b>Contact Name:</b>	<b>Relationship to Applicant:</b>	
<b>Company Name:</b>		
<b>Address:</b>		
<b>Municipality:</b>	<b>State:</b>	<b>Zip:</b>
<b>Phone:</b>	<b>Cell Phone:</b>	
<b>Email:</b>		

**Anticipated Financing:** NEF

**Name of Lender (if not MassHousing financed):**

**Age Restriction:** None

**Brief Project Description:**

The project consists of a total of Fifty (50) "for sale" condominium units

There will be a 25% affordable component @ 80% AMI for 13 units.

**Proposed Total Unit Configuration:**

- (5) three-bedroom units ranging between 1475 and 1535 sf
- (35) two-bedroom units ranging between 1120 and 1250 sf
- (10) one-bedroom units ranging between 720 and 960 sf

**Proposed Affordable Unit Configuration:**

- (2) three-bedroom units
- (6) two-bedroom units
- (5) one-bedroom units

Building will be four stories with an additional partial fifth floor set back for massing reduction. Approximate height to be 57 feet plus elevator penthouse (45 feet at full fourth floor).

(50) interior garage parking spaces at grade level

935 square foot retail space on Massachusetts Ave.

Amenities to include private gym, concierge office, and second level common courtyard with green roof and patio space with seating, fire pit and grilling area, and private garden with walking paths.

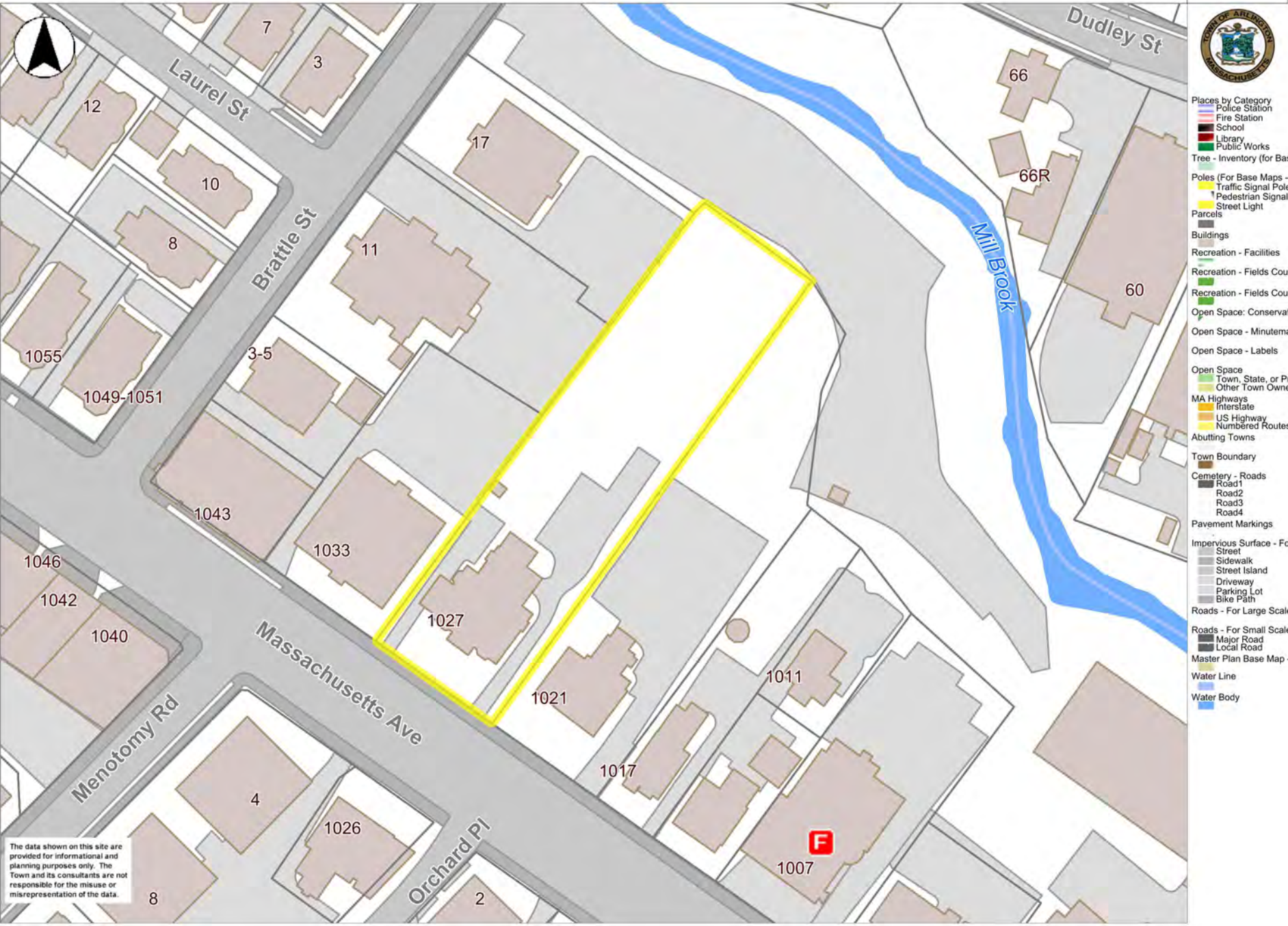
# Attachments 1.1

## Location Maps





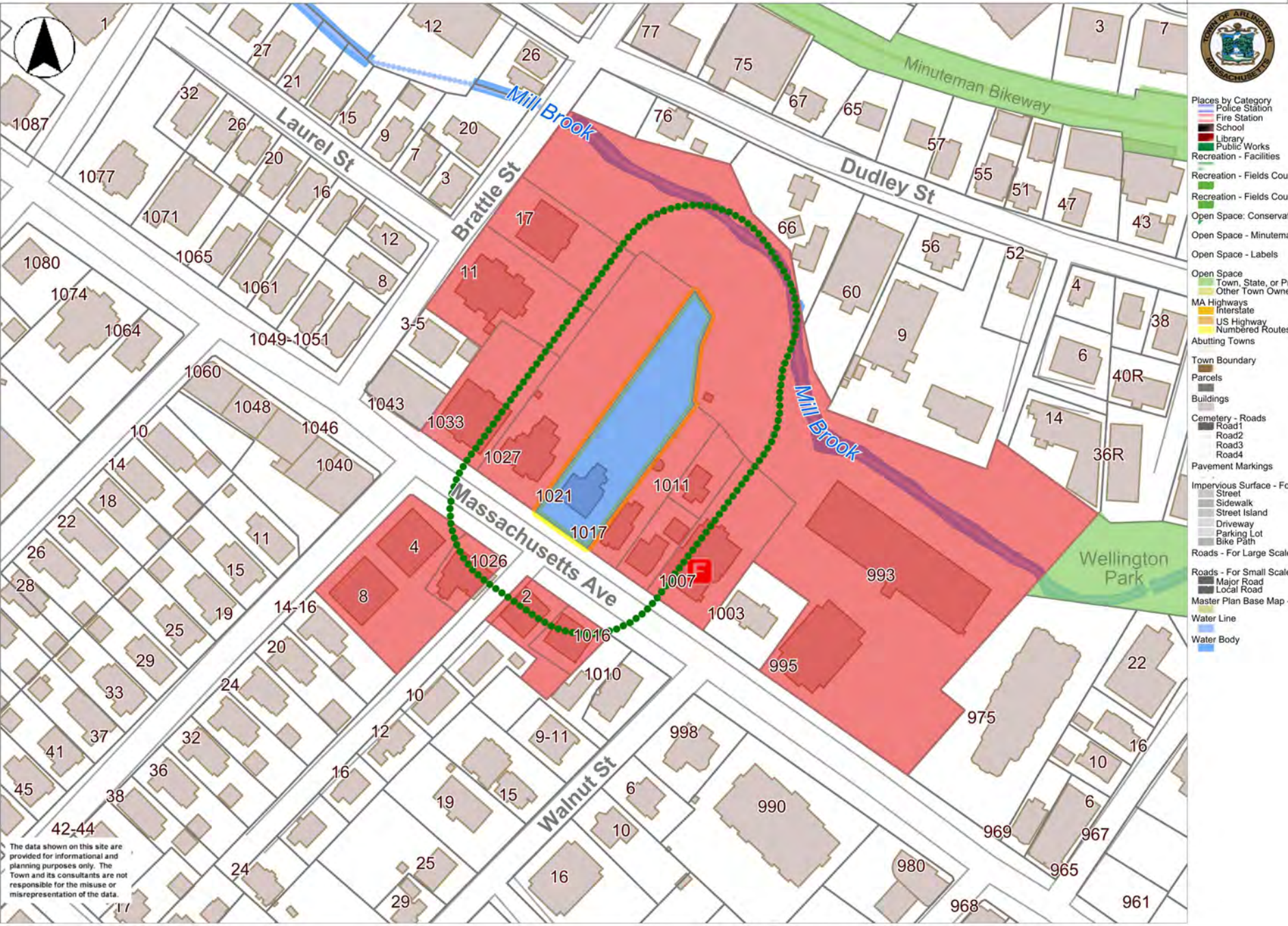




# Attachment 1.2

Tax Map





The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

- 
- Places by Category

  - Police Station
  - Fire Station
  - School
  - Library
  - Public Works
  - Recreation - Facilities

Recreation - Fields Courts

  - Recreation - Fields Courts

Open Space: Conservation

  - Open Space - Minuteman

Open Space - Labels

  - Open Space
  - Town, State, or Private
  - Other Town Owned

MA Highways

  - Interstate
  - US Highway
  - Numbered Routes

Abutting Towns

  - Town Boundary
  - Parcels
  - Buildings

Cemetery - Roads

  - Road1
  - Road2
  - Road3
  - Road4

Pavement Markings

  - Impervious Surface - For B
  - Street
  - Sidewalk
  - Street Island
  - Driveway
  - Parking Lot
  - Bike Path

Roads - For Large Scale (f

  - Roads - For Small Scale (f
  - Major Road
  - Local Road

Master Plan Base Map - M

  - Water Line
  - Water Body

# Attachment 1.3

Directions

### From Arlington Heights:

- ↑ 1. Head south on Oakland Ave toward Cliff St  
69 ft
  - ↩ 2. Turn left onto Gray St  
0.2 mi
  - ↩ 3. Turn left onto Robbins Rd  
0.3 mi
  - ↪ 4. Turn right onto Massachusetts Ave  
0.1 mi
- i Destination will be on the left**

### From Route 2:

- ↪ Take exit 133 toward Park Ave/Arlington  
0.2 mi
- ↗ Merge onto Concord Turnpike  
0.4 mi
- ↪ Turn right onto Highland Ave  
0.7 mi
- ↩ Turn left onto Massachusetts Ave  
**i Destination will be on the right**  
0.3 mi




**From Boston:**

 Turn left to merge onto I-93 N

3.9 mi

 Take exit 22 to merge onto MA-16 W/Mystic Valley Pkwy toward Arlington

2.1 mi

 At the traffic circle, take the 1st exit onto Mystic Valley Pkwy

0.8 mi

 At the traffic circle, continue straight

177 ft

 Continue onto Mystic Valley Pkwy



0.7 mi

 Continue straight onto Summer St  
 Pass by Dunkin' (on the right)

0.6 mi

 Turn left onto Grove St

0.3 mi

 Turn right onto Massachusetts Ave  
 Destination will be on the right

0.2 mi

# SITE INFORMATION

Application for Chapter 40B Project Eligibility / Site Approval  
for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 2: EXISTING CONDITIONS / SITE INFORMATION

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the site is generally appropriate for residential development.

Buildable Area Calculations	(Acres)
Total Site Area:	1.08
Wetland Area (per MA DEP):	0.43
Flood Hazard Area (per FEMA):	0.00
Endangered Species Habitat (per MESA):	0.00
Conservation / Article 97 Land:	0.00
Protected Agricultural Land (i.e. EO 193):	0.00
Other Non-Buildable:	0.00
Total Non-Buildable Area:	0.43
Total Buildable Area:	0.65

Current use of the site and prior use if known:

1021 Mass Ave: Professional office/ residential  
1025-1027 Mass Ave: Multifamily (non-conforming)

Is the site located entirely within one municipality? Yes  
If not, in what other municipality is the site located? n/a  
How much land is in each municipality? n/a

Additional Site Addresses:

Address 1	Address 2	Municipality	State	Zip Code	County	Tax Parcel ID
1021 Massachusetts A	1025 Massachusetts A	Arlington	Massac	02476	Middlesex	055.0-0002-0019.0

Current zoning classification and principal permitted uses:

B1 Neighborhood Office

Previous Development Efforts

Please list any previous applications pertaining to construction on or development of the site, including (i) type of application (comprehensive permit, subdivision, special permit, etc.); (ii) application filing date; (iii) date of denial, approval or withdrawal. Also indicate the current Applicant's role, if any, in the previous applications.

Note that, pursuant to 760 CMR 56.03 (1), a decision of a Zoning Board of Appeals to deny a Comprehensive Permit, or (if the Statutory Minima defined at 760 CMR 56.03 (3) (b or c) have been satisfied) grant a Comprehensive Permit with conditions, shall be upheld if a related application has previously been received, as set forth in 760 CMR 56.03 (7).



n/a

To the best of your knowledge, has this site ever been rejected for project eligibility/site approval by another subsidizing agency or authority? No

If Rejected, Please Explain:

n/a

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment	No	No existing or proposed septic
Wastewater - public sewer	Yes	Public sewer in Mass Ave
Storm Sewer	No	Storm water infiltration is proposed
Water-public water	Yes	Public domestic water in Mass Ave
Water-private well	No	
Natural Gas	Yes	Natural gas in Mass Ave
Electricity	Yes	Power in Mass Ave
Roadway Access to Site	Yes	
Sidewalk Access to Site	Yes	
Other	No	

Describe Surrounding Land Uses:

Surrounding land uses are comprised of single and two family housing, multi family apartment housing, neighborhood offices, retail, fire station, high school, and places of worship.

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	1.10	Yes
Schools	0.50	Yes
Government Offices	0.70	Yes
Multi-Family Housing	0.01	Yes
Public Safety Facilities	0.01	Yes
Office/Industrial Uses	0.01	Yes
Conservation Land	0.01	Yes
Recreational Facilities	0.40	Yes
Houses of Worship	0.70	Yes
Other	0.00	N/A

Public transportation near the Site, including type of transportation and distance from site:

MBTA bus pickup at the intersection of Massachusetts Ave and Brattle Street, which is approximately 250 feet from the property.

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#### Site Characteristics and Development Constraints

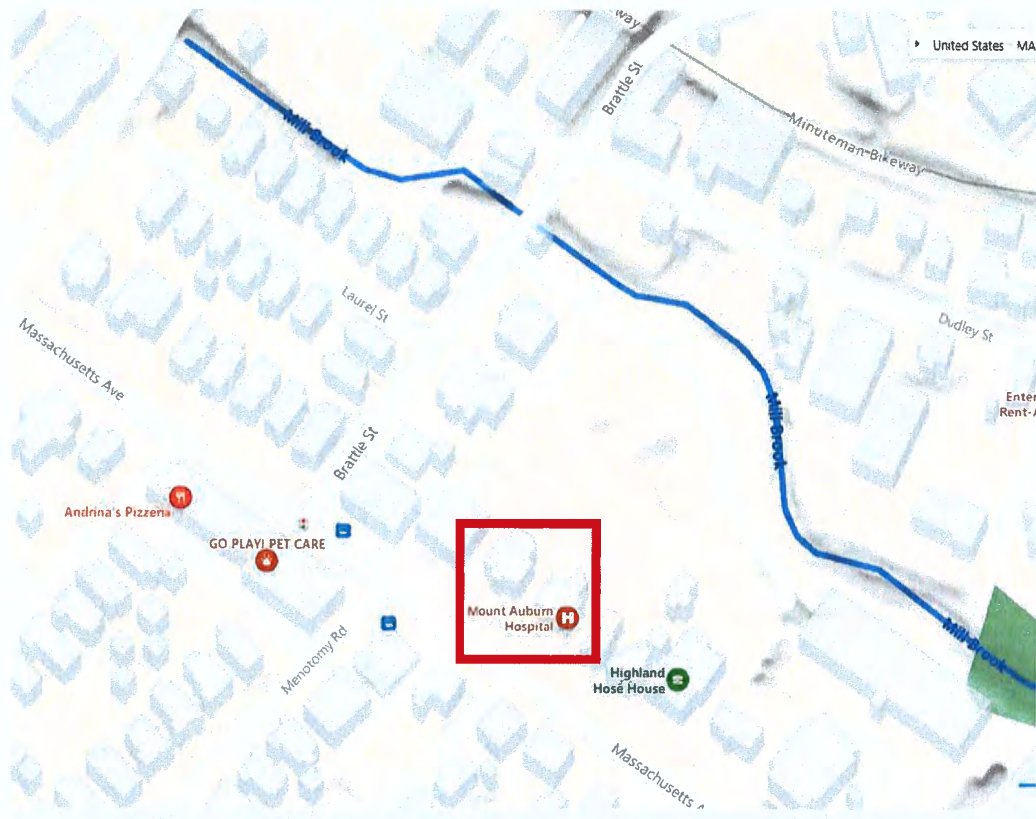
Are there any easements, rights of way or other restrictions of record affecting the development of the site ?	No
Is there any evidence of hazardous, flammable or explosive material on the site?	No
Is the site, or any portion thereof, located within a designated flood hazard area?	No
Does the site include areas designated by Natural Heritage as endangered species habitat?	No
Are there documented state-designated wetlands on the site?	Yes
Are there documented vernal pools on the site?	No
Is the site within a local or state Historic District or listed on the National Register or Historic Places?	No
Has the site or any building(s) on the site been designated as a local, state or national landmark?	No
Are there existing buildings and structures on site?	Yes
Does the site include documented archeological resources?	No
Does the site include any known significant areas of ledge or steep slopes?	Yes

# Attachment 2.1

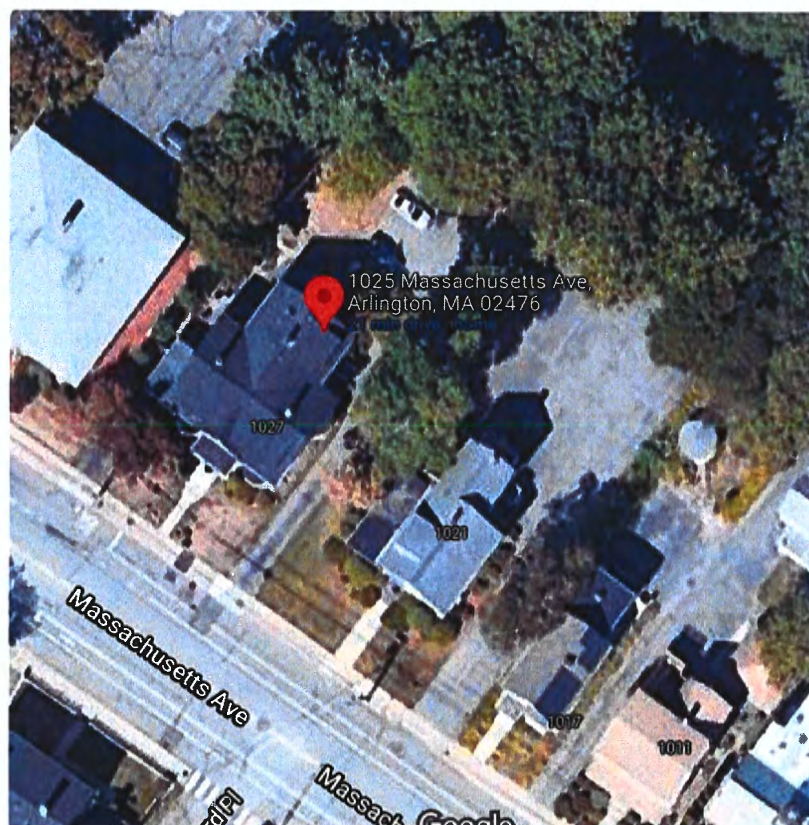
## Existing Conditions Plan

# Attachment 2.2

## Aerial Photographs



Map View: 1021 & 1025 Mass Avenue indicated in red box

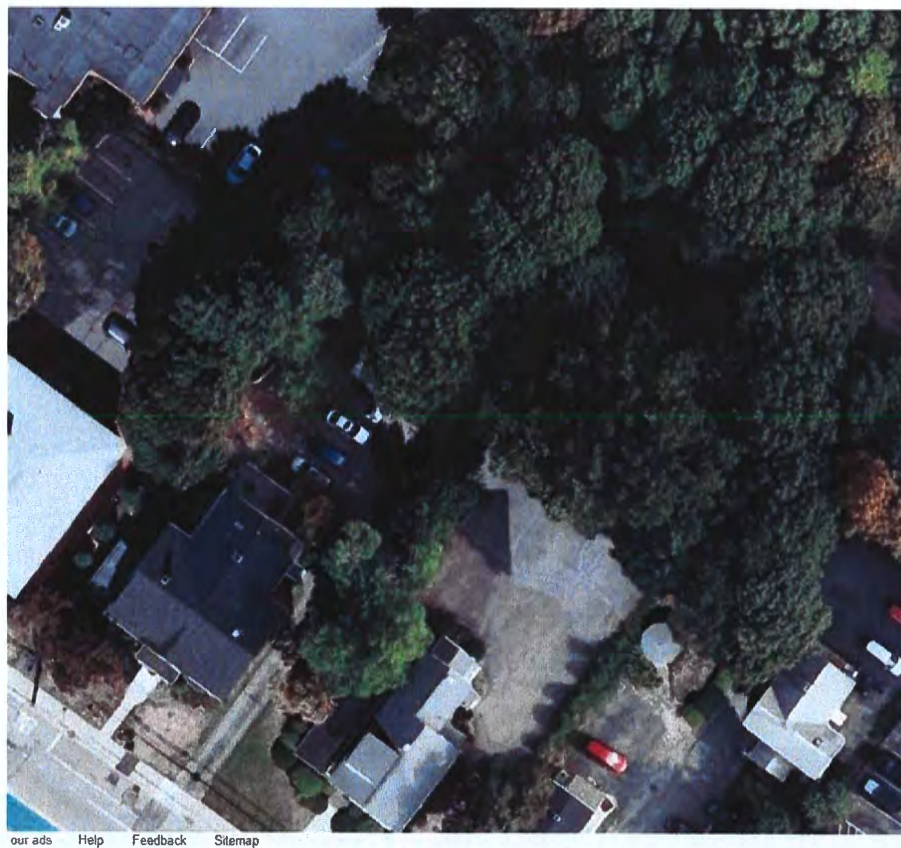


Aerial View: 1021 & 1025 Mass Avenue





Birdseye View: 1021 & 1025 Mass Avenue indicated in red box



Aerial View: Rear of properties





Birdseye View: Street Block

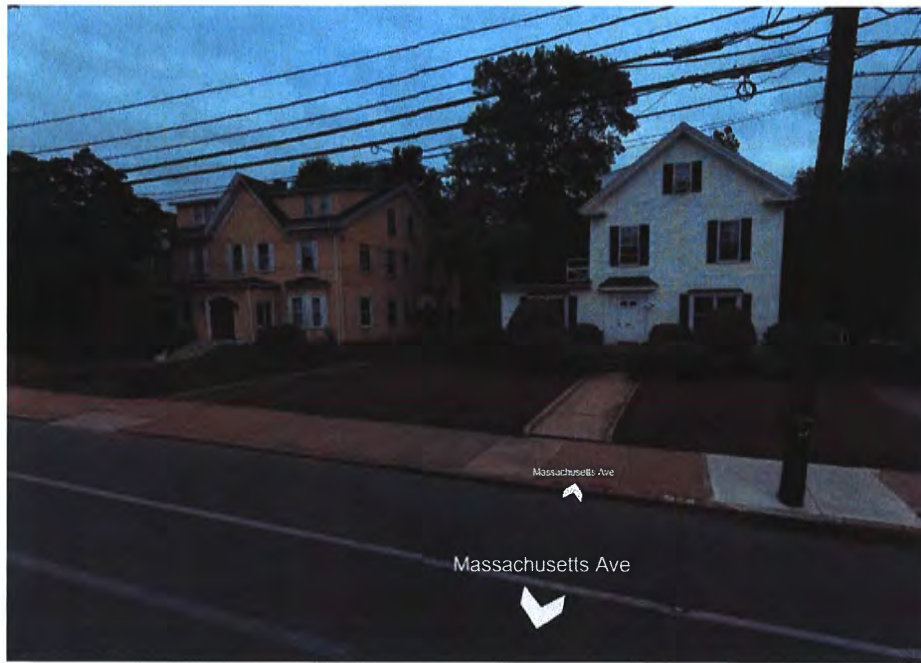


Birdseye View: Rear of Properties (Mill Brook)

# Attachment 2.3

Site/Context Photographs





Street View – 1021 & 1025 Mass Avenue



Northerly views of 1021 (top) and 1025 (bottom) structures and parking lots





Westerly view of wooded upland within  
northern portion of site



Easterly view of parking lot separating  
site from Mill Brook



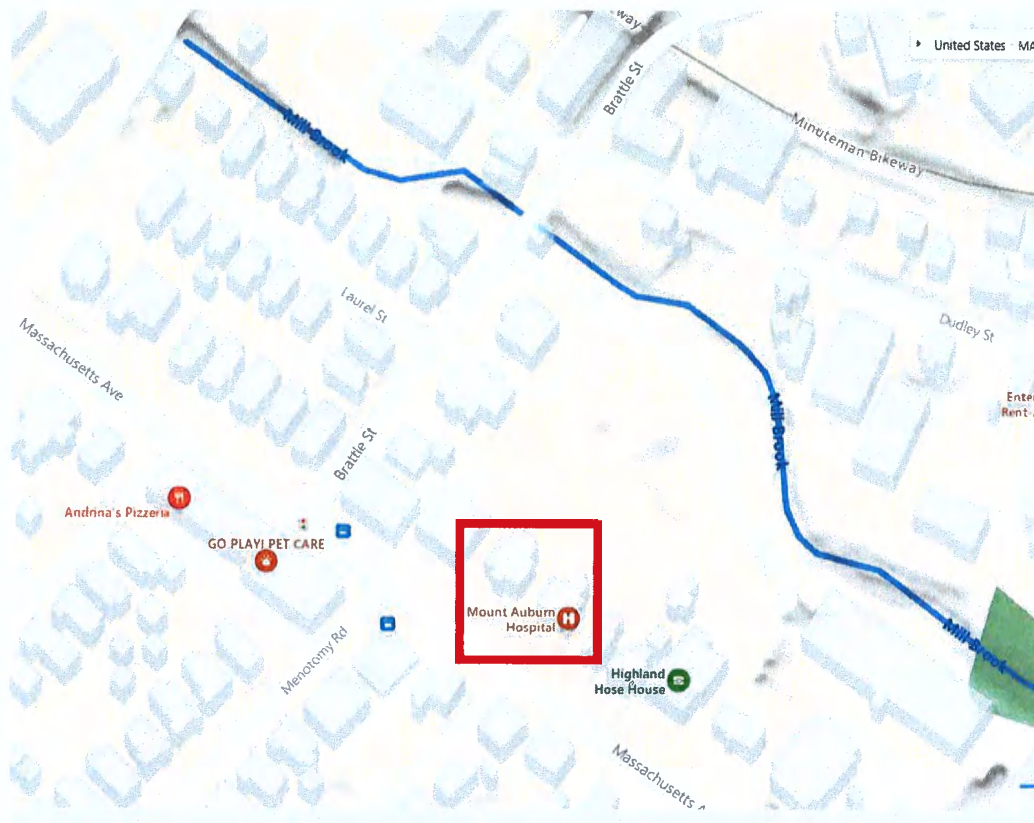


View from property down Mass Ave (East)

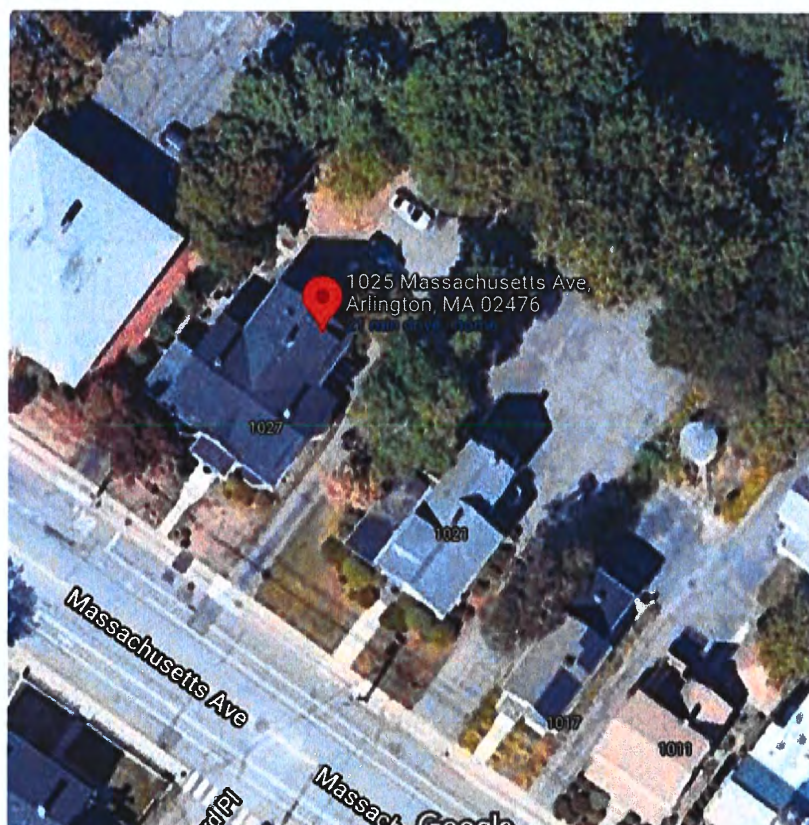


View from property down Mass Ave (West)





Map View: 1021 & 1025 Mass Avenue indicated in red box

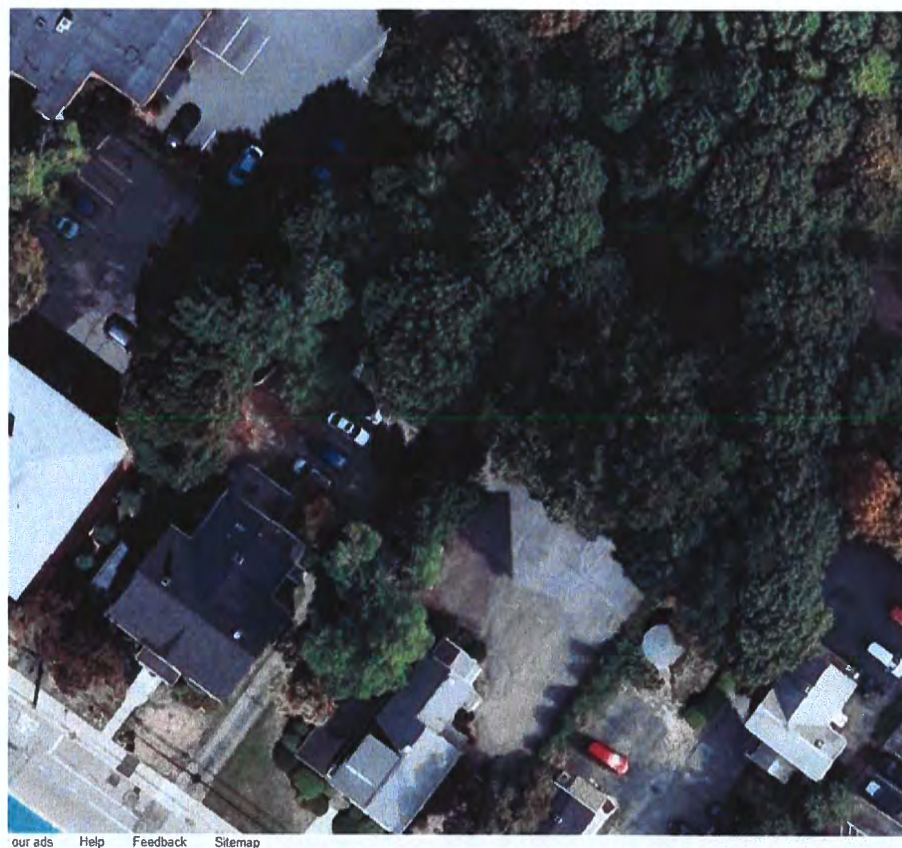


Aerial View: 1021 & 1025 Mass Avenue





Birdseye View: 1021 & 1025 Mass Avenue indicated in red box



Aerial View: Rear of properties



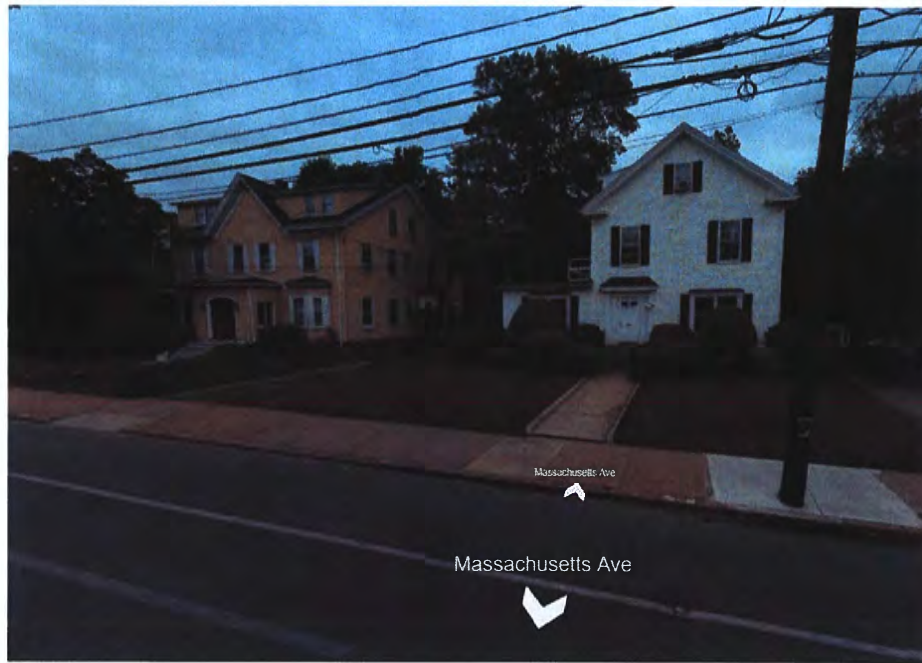


Birdseye View: Street Block



Birdseye View: Rear of Properties (Mill Brook)





Street View – 1021 & 1025 Mass Avenue



Northerly views of 1021 (top) and 1025 (bottom) structures and parking lots





Westerly view of wooded upland within  
northern portion of site



Easterly view of parking lot separating  
site from Mill Brook





View from property down Mass Ave (East)



View from property down Mass Ave (West)

# Attachment 2.4

Documentation Regarding Site  
Characteristics/Constraints

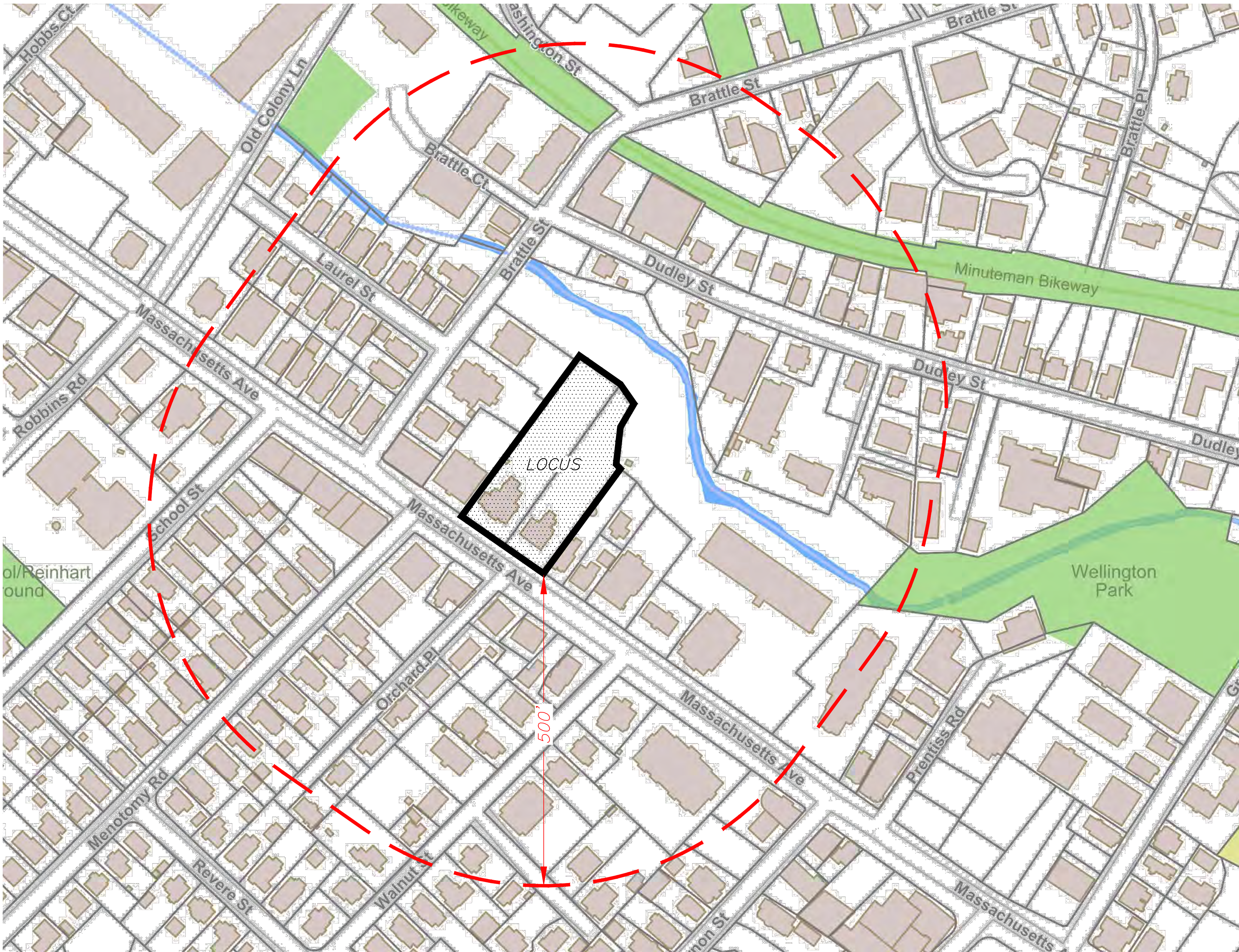


NOTES:

1. THE INFORMATION DEPICTED ON THIS PLAN HAS BEEN COMPILED FROM THE TOWN OF ARLINGTON GIS SYSTEM

2. LAND USE WITHIN 500 FEET OF THE SUBJECT PROPERTY IS PRIMARILY SINGLE FAMILY DWELLINGS AND COMMERCIAL BUSINESSES, AND INCLUDES THE HIGHLAND FIRE STATION.

1021 & 1025 MASSACHUSETTS AVENUE  
(1021 ASSESSORS MAP 55 LOT 19)  
(1025 ASSESSORS MAP 55 LOT 20)  
NOTICE OF INTENT PLAN SET  
LOCATED IN ARLINGTON, MA  
APRIL 27, 2022



LOCUS CONTEXT MAP  
(SCALE 1"=100')

PREPARED BY:

 **PATRIOT Engineering**  
35 BEDFORD STREET, SUITE 4  
LEXINGTON, MASSACHUSETTS 02420  
T: (978) 726-2654  
www.patriot-eng.com



- SHEET INDEX
- 1. COVER SHEET
  - 2. EXISTING CONDITIONS PLAN
  - 3. SITE PLAN
  - 4. DETAIL SHEET
  - 5. BY RITE SITE PLAN
  - 6. FEMA MAP

APPLICANT:

MAJ INVESTMENT, LLC  
13 WHEELING AVENUE  
WOBURN, MA 01801



Location:  
PARCEL ID:  
1021 MASSACHUSETTS AVENUE  
MAP 055 BLOCK 002 LOT 019

1025 - 1027 MASSACHUSETTS AVENUE  
MAP 055 BLOCK 002 LOT 020

ARLINGTON, MA

PREPARED BY:

**RJO'CONNELL  
& ASSOCIATES, INC.**

**CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS**

80 MONTVALE AVENUE, SUITE 201 STONEHAM, MA 02180

PHONE: 781.279.0180 RJOCONNELL.COM

**PATRIOT  
ENGINEERING, LLC**  
35 BEDFORD STREET  
SUITE 4  
LEXINGTON, MA 02420

PROJECT NAME:

1021 & 1025  
MASSACHUSETTS AVE  
ARLINGTON, MA

THIS PLAN IS THE RESULT OF AN ON THE GROUND SURVEY  
PERFORMED BETWEEN 08/13/2021 AND 10/15/2021.

PROFESSIONAL LAND SURVEYOR FOR R.J. O'CONNELL & ASSOCIATES, INC	DATE
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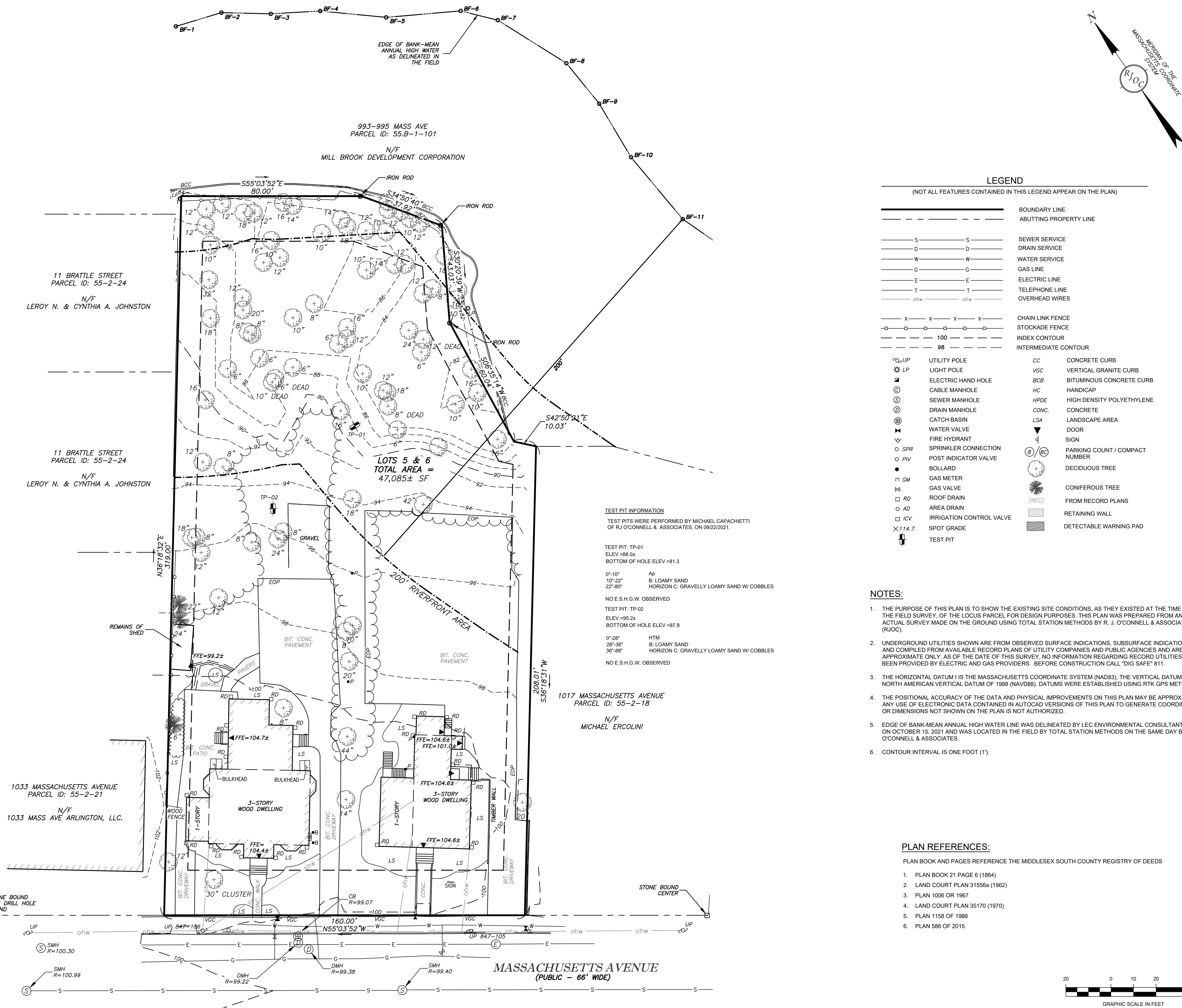
DRAWN BY:	RJK / W
REVIEWED BY:	
SCALE:	1" = 1'
FIELD CREW:	RJK / C
FIELD BOOK:	FIELD BOOK 40 / PG
DATE:	10/19/20
DRAWING NAME:	

## EXISTING CONDITIONS PLAN

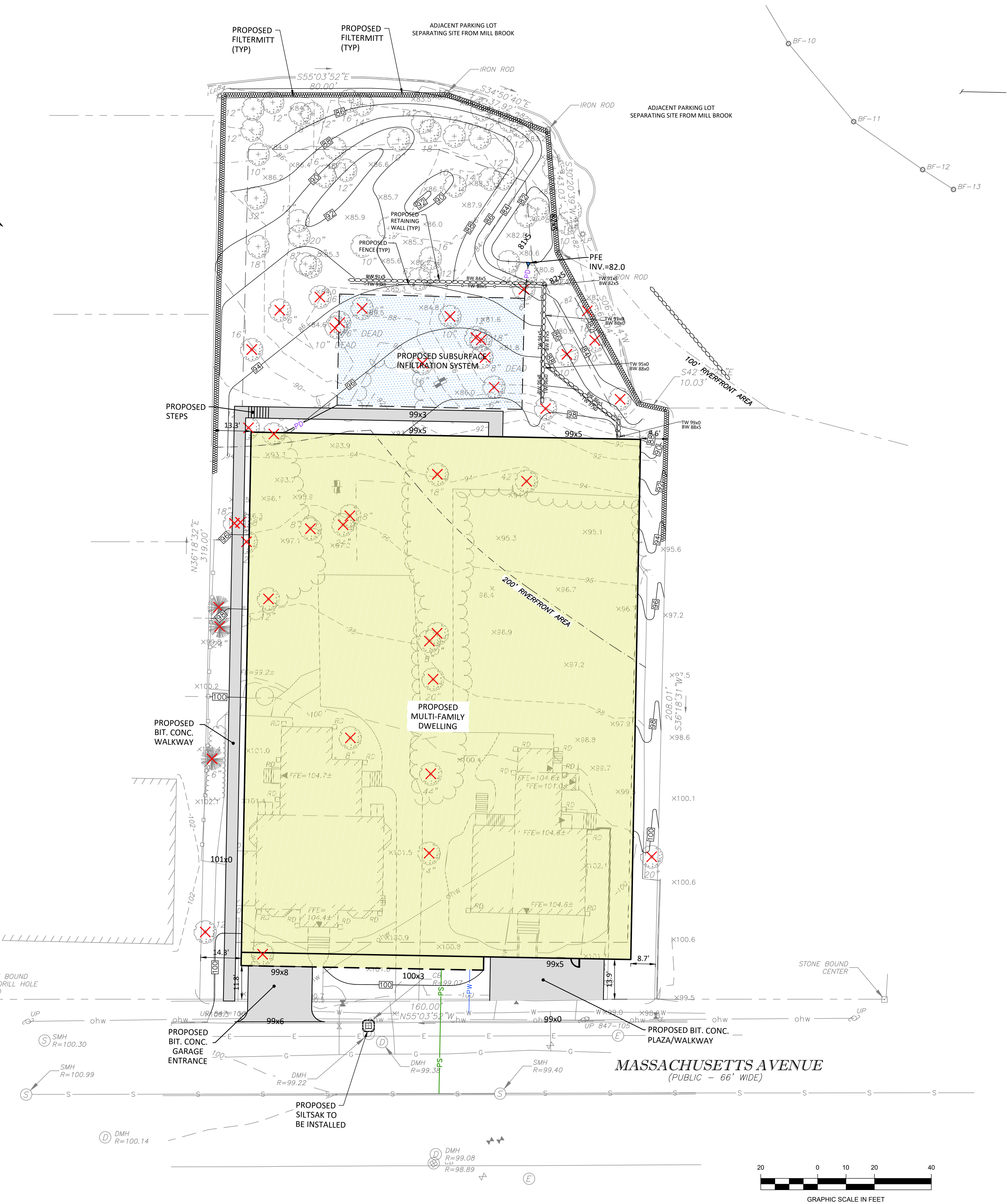
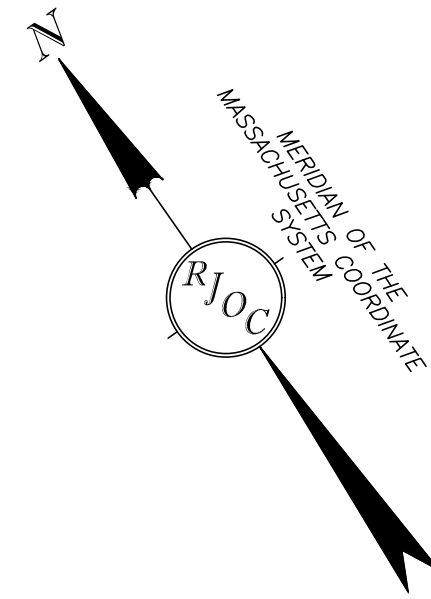
DRAWING NUMBER:

21583

Copyright © 2021 by R.J. O'Connell & Associates, Inc.







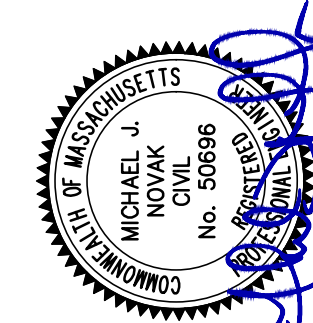
NOTES:

1. UNDERGROUND UTILITIES SHOWN ARE FROM OBSERVED SURFACE INDICATIONS, SUBSURFACE INDICATIONS, AND COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES AND ARE APPROXIMATE ONLY. AS OF THE DATE OF THIS SURVEY, NO INFORMATION REGARDING RECORD UTILITIES HAS BEEN PROVIDED BY ELECTRIC AND GAS PROVIDERS. BEFORE CONSTRUCTION CALL "DIG SAFE" 811.
2. THE HORIZONTAL DATUM IS THE MASSACHUSETTS COORDINATE SYSTEM (NAD83), THE VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). DATUMS WERE ESTABLISHED USING RTK GPS METHODS.
3. THE POSITIONAL ACCURACY OF THE DATA AND PHYSICAL IMPROVEMENTS ON THIS PLAN MAY BE APPROXIMATE. ANY USE OF ELECTRONIC DATA CONTAINED IN AUTOCAD VERSIONS OF THIS PLAN TO GENERATE COORDINATES OR DIMENSIONS NOT SHOWN ON THE PLAN IS NOT AUTHORIZED.
4. EDGE OF BANK-MEAN ANNUAL HIGH WATER LINE WAS DELINEATED BY LEC ENVIRONMENTAL CONSULTANTS, INC. ON OCTOBER 15, 2021 AND WAS LOCATED IN THE FIELD BY TOTAL STATION METHODS ON THE SAME DAY BY RJ O'CONNELL & ASSOCIATES.
5. CONTOUR INTERVAL IS TWO FOOT (2').

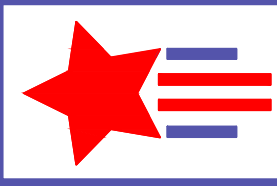
LEGEND

(NOT ALL FEATURES CONTAINED IN THIS LEGEND APPEAR ON THE PLAN)

BOUNDARY LINE	
---	ABUTTING PROPERTY LINE
---	SEWER SERVICE
---	DRAIN SERVICE
---	WATER SERVICE
---	GAS LINE
---	ELECTRIC LINE
---	TELEPHONE LINE
---	OVERHEAD WIRES
---	CHAIN LINK FENCE
---	STOCKADE FENCE
---	INDEX CONTOUR
---	INTERMEDIATE CONTOUR
---	UTILITY POLE
---	LIGHT POLE
---	ELECTRIC HAND HOLE
---	CABLE MANHOLE
---	SEWER MANHOLE
---	DRAIN MANHOLE
---	CATCH BASIN
---	WATER VALVE
---	FIRE HYDRANT
---	SPRINKLER CONNECTION
---	POST INDICATOR VALVE
---	BOLLARD
---	GAS METER
---	GAS VALVE
---	ROOF DRAIN
---	AREA DRAIN
---	IRRIGATION CONTROL VALVE
---	SPOT GRADE
---	TEST PIT
---	PROPOSED SUBSURFACE INFILTRATION SYSTEM
---	PROPOSED FILTERMITT
---	PROPOSED TREELINE
---	TYP TYPICAL
---	PFE PROPOSED FLARED END
---	INV. INVERT
---	CONCRETE CURB
---	VERTICAL GRANITE CURB
---	BITUMINOUS CONCRETE CURB
---	HANDICAP
---	HIGH DENSITY POLYETHYLENE
---	CONCRETE
---	LANDSCAPE AREA
---	DOOR
---	SIGN
---	PARKING COUNT / COMPACT NUMBER
---	DECIDUOUS TREE
---	CONIFEROUS TREE
---	FROM RECORD PLANS
---	RETAINING WALL
---	DETECTABLE WARNING PAD
---	PROPOSED SPOT GRADE
---	PROPOSED CONTOUR
---	PROPOSED CONTOUR
---	TREE PROPOSED TO BE REMOVED
---	LIMIT OF RIVERFRONT AREA
---	PROPOSED SEWER SERVICE
---	PROPOSED WATER SERVICE
---	PROPOSED DRAIN LINE



**PATRIOT Engineering**  
35 BEDFORD STREET, SUITE 4  
LEXINGTON, MASSACHUSETTS 02420  
T: (978) 726-2654  
www.patriot-eng.com



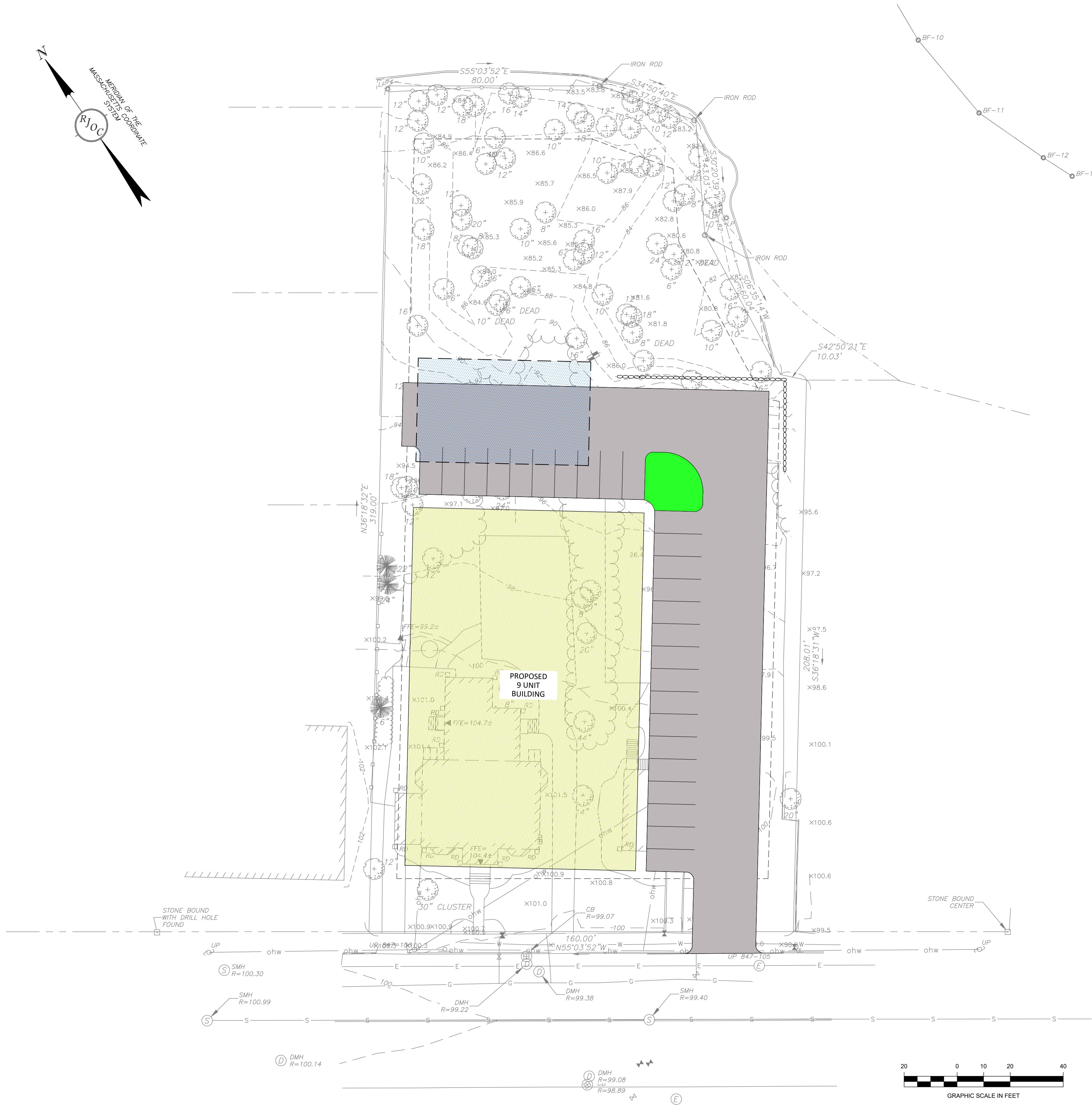
**SITE CONSTRUCTION PLAN**  
LOCATED IN  
**ARLINGTON, MA**  
(MIDDLESEX COUNTY)  
PREPARED FOR  
**MAJ INVESTMENT, LLC**

**1021 & 1025 MASSACHUSETTS AVENUE**  
**ARLINGTON, MASSACHUSETTS**  
DRAWN BY: DATE: 4-27-2022  
CHECKED BY: PROJECT No: 21-32



SHEET  
4 OF 6





NOTES:

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE EXISTING SITE CONDITIONS, AS THEY EXISTED AT THE TIME OF THE FIELD SURVEY, OF THE LOCUS PARCEL FOR DESIGN PURPOSES. THIS PLAN WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND USING TOTAL STATION METHODS BY R. J. O'CONNELL & ASSOCIATES (RJOC).
2. UNDERGROUND UTILITIES SHOWN ARE FROM OBSERVED SURFACE INDICATIONS, SUBSURFACE INDICATIONS, AND COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES AND ARE APPROXIMATE ONLY, AS OF THE DATE OF THIS SURVEY. NO INFORMATION REGARDING RECORD UTILITIES HAS BEEN PROVIDED BY ELECTRIC AND GAS PROVIDERS. BEFORE CONSTRUCTION CALL "DIG SAFE" 811.
3. THE HORIZONTAL DATUM IS THE MASSACHUSETTS COORDINATE SYSTEM (NAD83), THE VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). DATUMS WERE ESTABLISHED USING RTK GPS METHODS.
4. THE POSITIONAL ACCURACY OF THE DATA AND PHYSICAL IMPROVEMENTS ON THIS PLAN MAY BE APPROXIMATE. ANY USE OF ELECTRONIC DATA CONTAINED IN AUTOCAD VERSIONS OF THIS PLAN TO GENERATE COORDINATES OR DIMENSIONS NOT SHOWN ON THE PLAN IS NOT AUTHORIZED.
5. EDGE OF BANK-MEAN ANNUAL HIGH WATER LINE WAS DELINEATED BY LEC ENVIRONMENTAL CONSULTANTS, INC. ON OCTOBER 15, 2021 AND WAS LOCATED IN THE FIELD BY TOTAL STATION METHODS ON THE SAME DAY BY RJ O'CONNELL & ASSOCIATES.
6. CONTOUR INTERVAL IS TWO FOOT (2').

LEGEND

(NOT ALL FEATURES CONTAINED IN THIS LEGEND APPEAR ON THE PLAN)

---	BOUNDARY LINE
---	ABUTTING PROPERTY LINE
---	SEWER SERVICE
---	DRAIN SERVICE
---	WATER SERVICE
---	GAS LINE
---	ELECTRIC LINE
---	TELEPHONE LINE
---	OVERHEAD WIRES
---	CHAIN LINK FENCE
---	STOCKADE FENCE
---	INDEX CONTOUR
---	INTERMEDIATE CONTOUR
UTILITY POLE	CC CONCRETE CURB
LIGHT POLE	VGC VERTICAL GRANITE CURB
ELECTRIC HAND HOLE	BCB BITUMINOUS CONCRETE CURB
CABLE MANHOLE	HC HANDICAP
SEWER MANHOLE	HPDE HIGH DENSITY POLYETHYLENE
DRAIN MANHOLE	CONC. CONCRETE
CATCH BASIN	LSA LANDSCAPE AREA
WATER VALVE	DOOR
FIRE HYDRANT	SIGN
SPRINKLER CONNECTION	(S/BC) PARKING COUNT / COMPACT NUMBER
POST INDICATOR VALVE	(T) DECIDUOUS TREE
BOLLARD	(C) CONIFEROUS TREE
GAS METER	(REC) FROM RECORD PLANS
GAS VALVE	RETAINING WALL
ROOF DRAIN	DETECTABLE WARNING PAD
AREA DRAIN	99x5 PROPOSED SPOT GRADE
IRRIGATION CONTROL VALVE	PROPOSED CONTOUR
SPOT GRADE	PROPOSED CONTOUR
TEST PIT	TREE PROPOSED TO BE REMOVED
PSIS	LIMIT OF RIVERFRONT AREA
PROPOSED SUBSURFACE INFILTRATION SYSTEM	PS PROPOSED SEWER SERVICE
PROPOSED FILTERMITT	PW PROPOSED WATER SERVICE
PROPOSED TREELINE	PD PROPOSED DRAIN LINE
TYP TYPICAL	
PFE PROPOSED FLARED END	
INV. INVERT	

1021 & 1025 MASSACHUSETTS AVENUE  
ARLINGTON, MA  
DATE: 4-27-2022  
PROJECT No: 21-32

REVISIONS	DATE	BY	DESCRIPTION


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35 BEDFORD STREET, SUITE 4  
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BY RITE SITE PLAN  
LOCATED IN  
ARLINGTON, MA  
(MIDDLESEX COUNTY)  
PREPARED FOR  
MAJ INVESTMENT, LLC



NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the **Flood Profiles and Floodway Data** and/or **Summary of Stillwater Elevations** tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

**Coastal Base Flood Elevations** shown on this map apply only landward of 0.0 National North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Massachusetts State Plane, Mainland zone (FIPS ZONE 2001), meters. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRM for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services  
NOAA, NGS12  
National Geodetic Survey  
SSMC-3 #5202  
1315 East-West Highway  
Silver Spring, Maryland 20910-3282  
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

**Base map** information shown on this FIRM was provided in digital format by the Office of Geographic and Environmental Information (MassGIS), Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs. This information was derived from digital orthophotos produced at a scale of 1:5,000 from aerial photography dated April 2005.

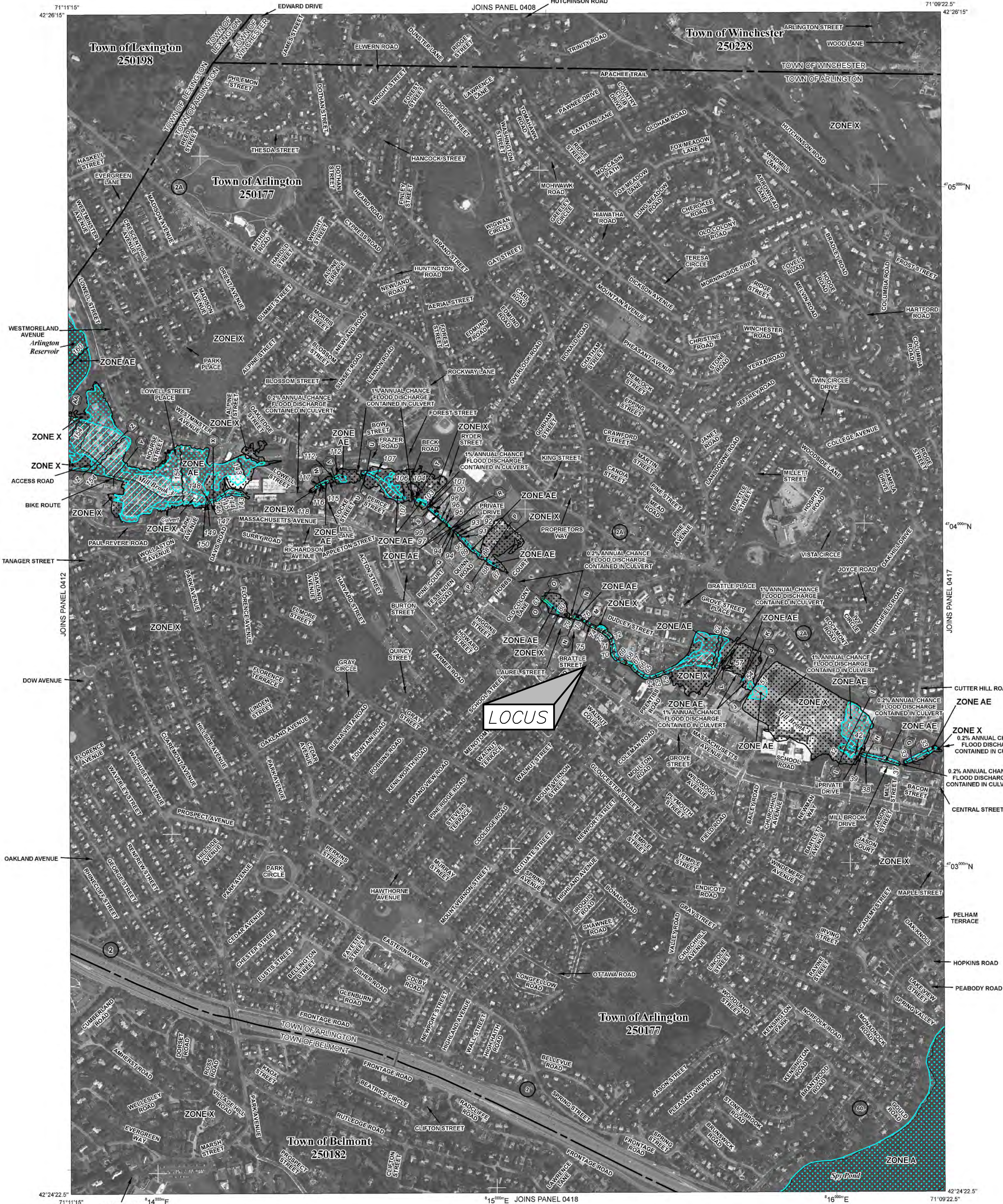
This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

**Corporate limits** shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at <http://msc.fema.gov>.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov>.



LEGEND

**SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include zones A, AE, AH, AO, AR, V, and VE. The base flood elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently identified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

**FLOODWAY AREAS IN ZONE AE**

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

**OTHER FLOOD AREAS**

**ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

**OTHER AREAS**

Areas determined to be outside the 0.2% annual chance floodplain.

Areas in which flood hazards are undetermined, but possible.

**COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**

**OTHERWISE PROTECTED AREAS (OPAs)**

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different base flood elevations, flood depths or flood velocities
- Base Flood Elevation line and value; elevation in feet\*
- Base Flood Elevation value where uniform within zone; elevation in feet\*

- \* Referenced to the North American Vertical Datum of 1988
- Cross section line
- Traverse line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 1000-meter Universal Transverse Mercator grid values, zone 19
- 5000-foot grid values: Massachusetts State Plane coordinate system, Mainland zone (FIPS ZONE 2001), Lambert Conformal Conic projection
- Bench mark (see explanation in Notes to Users section of this FIRM panel)
- River Mile

**MAP REPOSITORY**  
Refer to listing of Map Repositories on Map Index

**EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP**  
June 4, 2010

**EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL**

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

(SCALE 1" = 600')

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0416E

**FIRM**  
FLOOD INSURANCE RATE MAP

MIDDLESEX COUNTY,  
MASSACHUSETTS  
(ALL JURISDICTIONS)

PANEL 416 OF 656  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

COMMUNITY	NUMBER	PANEL	SUFFIX
ARLINGTON, TOWN OF	250177	0416	
BEAUMONT, TOWN OF	250182	0416	
LEXINGTON, TOWN OF	250188	0416	
WINCHESTER, TOWN OF	250228	0416	

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

**MAP NUMBER**  
25017C0416E

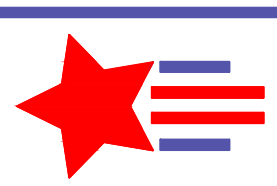
**EFFECTIVE DATE**  
JUNE 4, 2010

Federal Emergency Management Agency

1021 & 1025 MASSACHUSETTS AVENUE  
ARLINGTON, MASSACHUSETTS  
DRAWN BY:  
CHECKED BY:

REVISIONS		DESCRIPTION	
DATE	BY		

**PATRIOT Engineering**  
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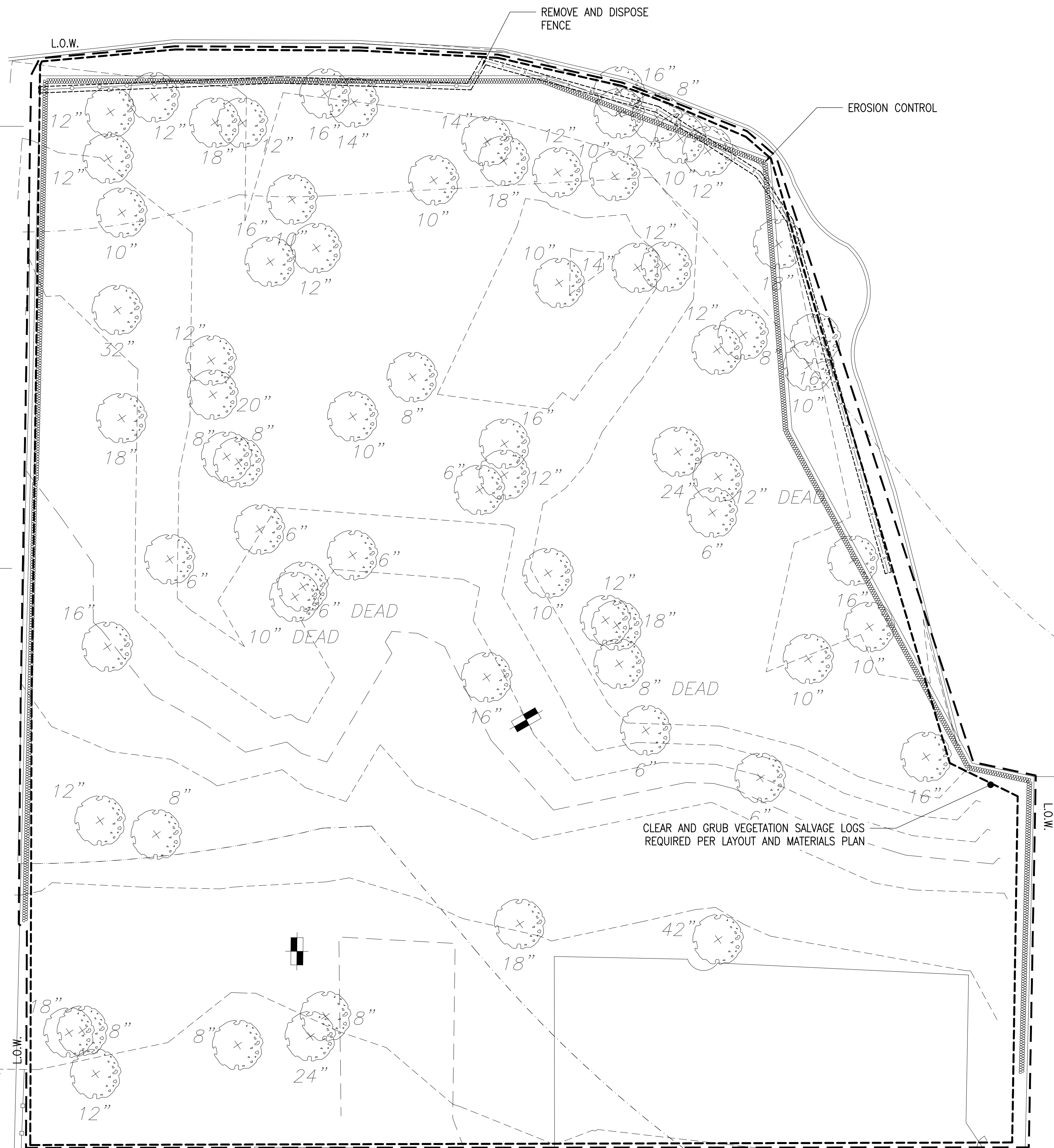


FEMA FLOOD MAP  
LOCATED IN  
ARLINGTON, MA  
(MIDDLESEX COUNTY)  
PREPARED FOR  
MAJ INVESTMENT, LLC



LEGEND

— L.O.W. — LIMIT OF WORK LINE



1021  
MASSACHUSETTS  
AVENUE

ARLINGTON, MASSACHUSETTS

XXXXXX

**kzla**  
Kyle Zick Landscape Architecture, Inc.  
36 Brimfield Street Suite 202 617 451-1018 Tel  
Boston, MA 02108 www.kyzezick.com

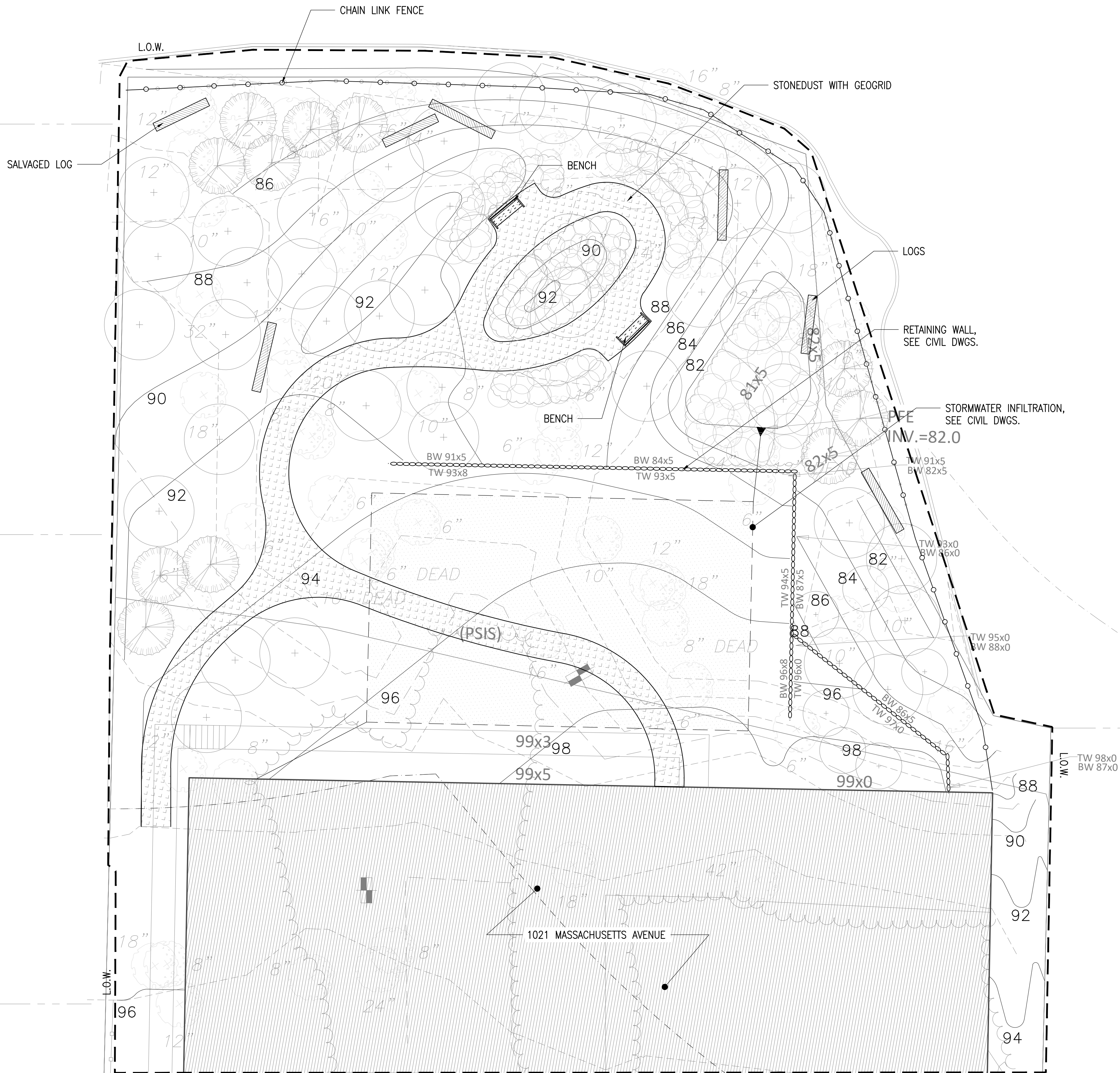
DRAFT CONSTRUCTION  
DOCUMENT SET

Job Number:  
Project: ARLINGTON RES.  
Drawn By: YL Checked By: KZ  
Date: APRIL 08, 2022  
Scale: 1"=10'-0"  
Drawing Title:

SITE PREPARATION PLAN

LEGEND

— L.O.W. — LIMIT OF WORK LINE



1021  
MASSACHUSETTS  
AVENUE

ARLINGTON, MASSACHUSETTS

XXXXXX

**kzla**  
Kyle Zick Landscape Architecture, Inc.  
36 Brimfield Street Suite 202  
Boston, MA 02108  
617 451-1018 Tel  
www.kyzezick.com

DRAFT CONSTRUCTION  
DOCUMENT SET

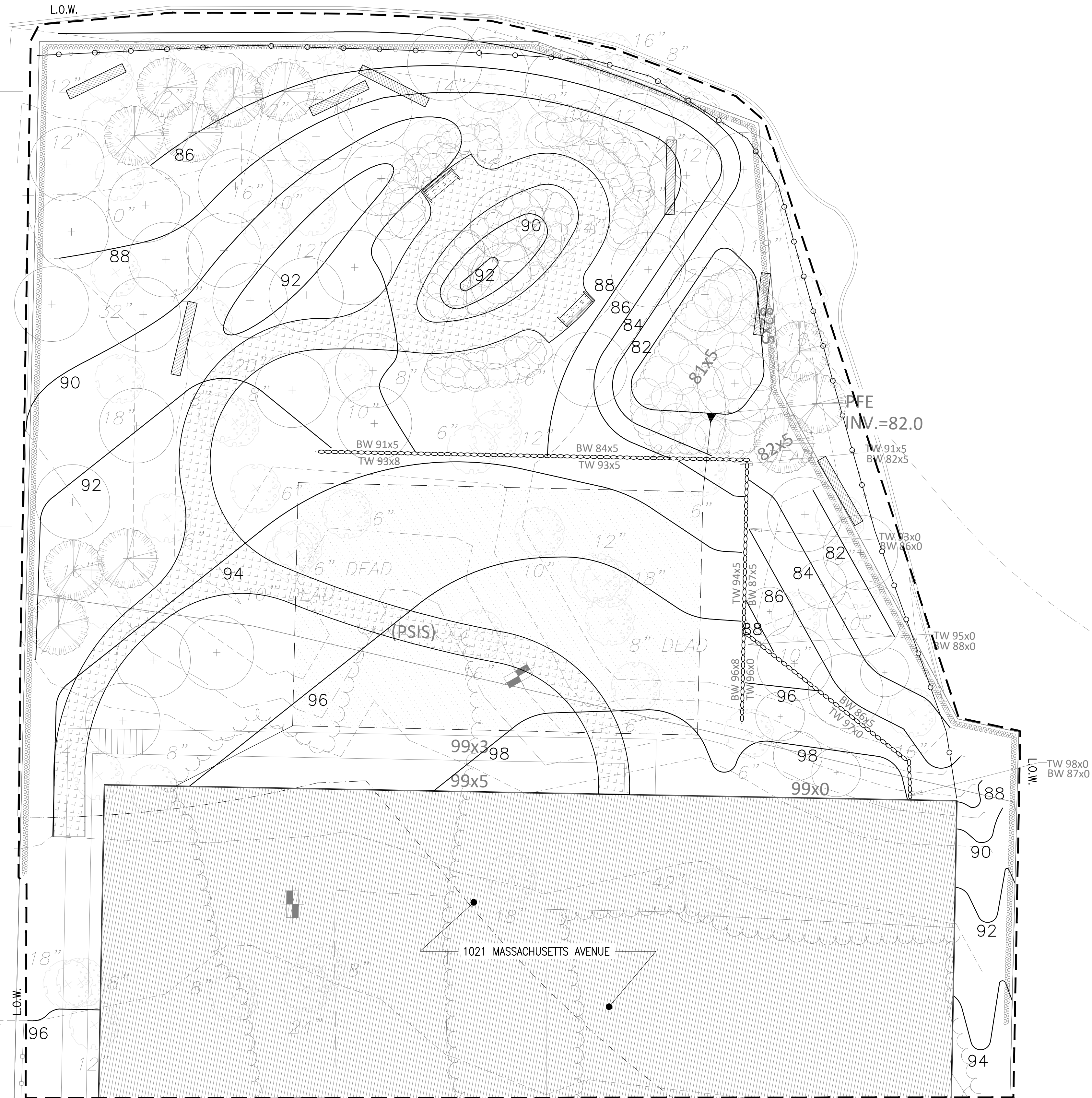
Job Number:  
Project: ARLINGTON RES.  
Drawn By: YL Checked By: KZ  
Date: APRIL 08, 2022  
Scale: 1"=10'-0"  
Drawing Title:

LAYOUT AND MATERIAL PLAN



LEGEND

- L.O.W. — LIMIT OF WORK LINE
- 88 — PROPOSED CONTOUR, TYP.
- 90 — EXISTING CONTOUR, TYP.





## ARLINGTON, MASSACHUSETTS


NO.	REVISION	DATE
-----	----------	------

**kzla**  
 Kyle Zick Landscape Architecture, Inc.  
 36 Bromfield Street Suite 202  
 Boston, MA 02108  
 617 451-1018 Tel  
[www.kylezick.com](http://www.kylezick.com)

DRAFT CONSTRUCTION  
DOCUMENT SET

Job Number:	
Project: ARLINGTON RES.	
Drawn By: YL	Checked By: KZ
Date: APRIL 08, 2022	
Scale: 1"=10'-0"	
Drawing Title:	

## PLANTING PLAN

L4

## PLANT SCHEDULE

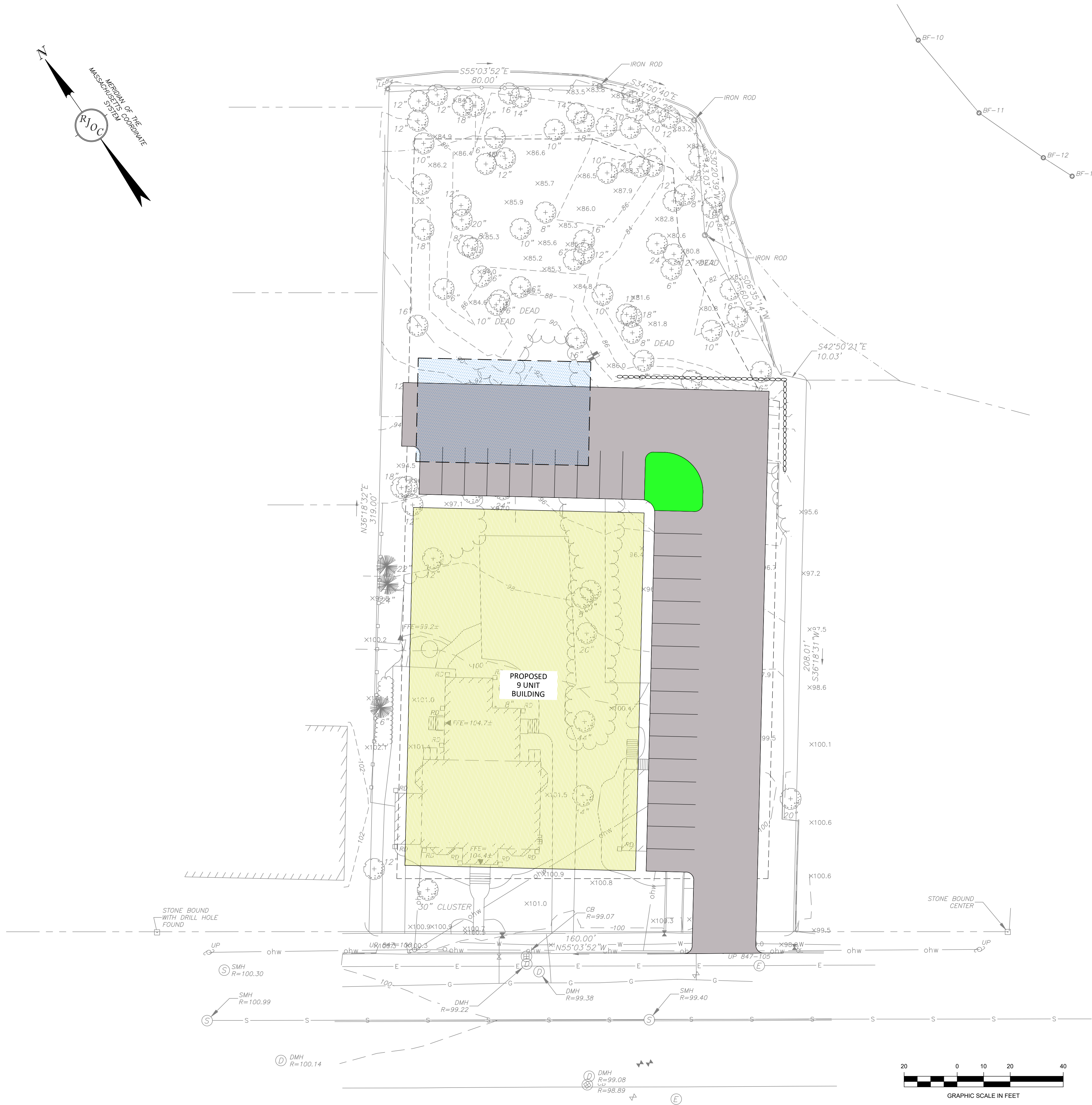
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	NOTES
<b><u>DECIDUOUS TREES</u></b>						
AR	3	ACER RUBRUM	RED MAPLE	2" CAL.	-	SPRING DIG ONLY
AL	7	AMELANCHIER CANADENSIS L. MEDIK.	SHADBLOW SERVICEBERRY	12' HT.	-	MULTI-STEM
BP	6	BETULA Papyrifera	PAPER BIRCH	12' HT.	-	MULTI-STEM
CO	6	Carya ovata	SHAGBARK HICKORY	1" CAL.	-	-
FG	3	FAGUS GRANDIFLORA	AMERICAN BEECH	1" CAL.	-	SPRING DIG ONLY
HA	6	HAMAMELIS X INTERMEDIA 'ARNOLD PROMISE'	WITCHHAZEL	8" B&B	-	CLUMP FORM
NS	1	NYSSA SYLVATICA	SOURGUM	2" CAL.	-	SPRING DIG ONLY
QB	2	QUERCUS BICOLOR	SWAMP WHITE OAK	2" CAL.	-	SPRING DIG ONLY
QC	2	QUERCUS COCCINEA	SCARLET OAK	2" CAL.	-	SPRING DIG ONLY
QR	3	QUERCUS RUBRA	RED OAK	2" CAL.	-	SPRING DIG ONLY
SA	3	SASSAFRAS ALBIDUM	SASSAFRAS	1" CAL.	-	-
UA	5	ULMUS AMERICANA 'PRINCETON'	PRINCETON AMERICAN ELM	2" CAL.	-	SPRING DIG ONLY
<b><u>TREE SEEDLINGS</u></b>						
ar	12	ACER RUBRUM	RED MAPLE	4' HT.	-	-
ba	12	BETULA ALLEGHANIENSIS	YELLOW BIRCH	4' HT.	-	-
bl	12	BETULA LENTA	SWEET BIRCH	4' HT.	-	-
bp	12	BETULA POPULIFOLIA	GRAY BIRCH	4' HT.	-	-
cc	12	CARPINUS CAROLINIANA	AMERICAN HORNBEAM	4' HT.	-	-
<b><u>EVERGREEN TREES</u></b>						
JV	4	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	6' HT.	-	-
PS	7	PINUS STROBUS	EASTERN WHITE PINE	6' HT.	-	-
<b><u>SHRUBS</u></b>						
AA	7	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	36" HT.	5'-0" O.C.	-
AP	9	AESCULUS PARVIFLORA	BOTTLEBRUSH BUCKEYE	36" HT.	4'-0" O.C.	-
CA	11	CLETHRA ALNIFOLIA	SUMMERSWEET	24" HT.	3'-0" O.C.	-
CS	10	CORNUS SERICEA	REDTIG WIG DOGWOOD	36" HT.	4'-0" O.C.	-
IG	16	ILEX GLABRA	INKBERRY	3 GAL.	4'-0" O.C.	-
LB	13	LINDERA BENZOIN	SPICEBUSH	36" HT.	6'-0" O.C.	-
RA	13	RHUS AROMATICA 'GRO-Low'	GRO-LOW FRAGRANT SUMAC	24" SPREAD	3'-0" O.C.	-
RV	8	ROSA VIRGINIANA	VIRGINIA ROSE	36" HT.	5'-0" O.C.	-
VC	9	VACCINIUM CORYMBOSUM	HIGHBUSH BLUEBERRY	24" HT.	4'-0" O.C.	-
VD	14	VIBURNUM DENTATUM	ARROWWOOD	36" HT.	5'-0" O.C.	-

[illegible]



# Attachment 2.5

## By-Right Site Plan



NOTES:

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE EXISTING SITE CONDITIONS, AS THEY EXISTED AT THE TIME OF THE FIELD SURVEY, OF THE LOCUS PARCEL FOR DESIGN PURPOSES. THIS PLAN WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND USING TOTAL STATION METHODS BY R. J. O'CONNELL & ASSOCIATES (RJOCC).
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6. CONTOUR INTERVAL IS TWO FOOT (2').

LEGEND

(NOT ALL FEATURES CONTAINED IN THIS LEGEND APPEAR ON THE PLAN)

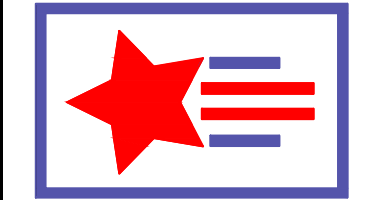
	BOUNDARY LINE		CONCRETE CURB
	ABUTTING PROPERTY LINE		VERTICAL GRANITE CURB
	SEWER SERVICE		BITUMINOUS CONCRETE CURB
	DRAIN SERVICE		HANDICAP
	WATER SERVICE		HIGH DENSITY POLYETHYLENE
	GAS LINE		CONCRETE
	ELECTRIC LINE		LANDSCAPE AREA
	TELEPHONE LINE		DOOR
	OVERHEAD WIRES		SIGN
	CHAIN LINK FENCE		PARKING COUNT / COMPACT NUMBER
	STOCKADE FENCE		DECIDUOUS TREE
	INDEX CONTOUR		CONIFEROUS TREE
	INTERMEDIATE CONTOUR		FROM RECORD PLANS
	UTILITY POLE		RETAINING WALL
	LIGHT POLE		DETECTABLE WARNING PAD
	ELECTRIC HAND HOLE		PROPOSED SPOT GRADE
	CABLE MANHOLE		PROPOSED CONTOUR
	SEWER MANHOLE		PROPOSED TREELINE
	DRAIN MANHOLE		TREE PROPOSED TO BE REMOVED
	CATCH BASIN		LIMIT OF RIVERFRONT AREA
	WATER VALVE		PROPOSED SEWER SERVICE
	FIRE HYDRANT		PROPOSED WATER SERVICE
	SPRINKLER CONNECTION		PROPOSED DRAIN LINE
	POST INDICATOR VALVE		
	BOLLARD		
	GAS METER		
	GAS VALVE		
	ROOF DRAIN		
	AREA DRAIN		
	IRRIGATION CONTROL VALVE		
	SPOT GRADE		
	TEST PIT		
	PROPOSED SUBSURFACE INFILTRATION SYSTEM		
	PROPOSED FILTERMITT		
	PROPOSED TREELINE		
	TYPICAL		
	PROPOSED FLARED END		
	INVERT		

1021 & 1025 MASSACHUSETTS AVENUE  
ARLINGTON, MA

DRAWN BY: DATE: 4-27-2022  
CHECKED BY: PROJECT No: 21-32

REVISIONS		DESCRIPTION	
DATE	BY		

PATRIOT Engineering  
35 BEDFORD STREET, SUITE 4  
LEXINGTON, MASSACHUSETTS 02420  
T: (978) 726-2654  
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BY RITE SITE PLAN  
LOCATED IN  
ARLINGTON, MA  
(MIDDLESEX COUNTY)  
PREPARED FOR  
MAJ INVESTMENT, LLC

# PROJECT INFORMATION



**Application for Chapter 40B Project Eligibility / Site Approval**  
**for MassHousing-Financed and New England Fund (“NEF”) Homeownership Projects**

**Section 3: PROJECT INFORMATION**

*In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the proposed project appears generally eligible under the requirements of the housing subsidy program and that the conceptual project design is generally appropriate for the site.*

**Construction Type:** New Construction

<b>Total Dwelling Units:</b>	<b>50</b>	<b>Total Number of Affordable Units:</b>	<b>13</b>
<b>Number of Market Units:</b>	<b>37</b>	<b>Number of AMI 50% Affordable Units:</b>	<b>0</b>
		<b>Number of AMI 80% Affordable Units:</b>	<b>13</b>

**Unit Information:**

Unit Type	Bedrooms	Baths	# Of Units	Unit Sq. Ft.	Sales Price	Condo/HO Fee
Affordable Unit - Below 80%	2 Bedroom	2 Baths	1	1,165	\$257,400	\$186
Market	2 Bedroom	2 Baths	1	1,267	\$930,000	\$602
Market	2 Bedroom	2 Baths	1	1,198	\$885,000	\$569
Market	2 Bedroom	2 Baths	1	1,202	\$890,000	\$571
Market	2 Bedroom	2 Baths	1	1,262	\$930,000	\$599
Affordable Unit - Below 80%	2 Bedroom	2 Baths	1	1,176	\$257,400	\$188
Market	1 Bedroom	1 Bath	1	733	\$620,000	\$348
Affordable Unit - Below 80%	3 Bedroom	2 Baths	1	1,501	\$281,200	\$240
Market	1 Bedroom	1 Bath	1	958	\$720,000	\$455
Market	2 Bedroom	2 Baths	1	1,255	\$940,000	\$596
Market	2 Bedroom	2 Baths	1	1,309	\$970,000	\$622
Market	3 Bedroom	2 Baths	1	1,535	\$1,125,000	\$729
Affordable Unit - Below 80%	2 Bedroom	2 Baths	1	1,152	\$257,400	\$184
Market	2 Bedroom	2 Baths	1	1,117	\$825,000	\$531
Market	2 Bedroom	2 Baths	1	1,165	\$870,000	\$553
Market	2 Bedroom	2 Baths	1	1,267	\$945,000	\$602
Affordable Unit - Below 80%	2 Bedroom	2 Baths	1	1,198	\$257,400	\$192
Market	2 Bedroom	2 Baths	1	1,201	\$900,000	\$570
Market	2 Bedroom	2 Baths	1	1,262	\$940,000	\$599
Market	2 Bedroom	2 Baths	1	1,176	\$875,000	\$559
Affordable Unit - Below 80%	1 Bedroom	1 Bath	1	720	\$236,100	\$115
Market	3 Bedroom	2 Baths	1	1,501	\$1,110,000	\$713
Market	2 Bedroom	2 Baths	1	1,165	\$860,000	\$553
Market	2 Bedroom	2 Baths	1	1,265	\$940,000	\$601
Market	2 Bedroom	2 Baths	1	1,309	\$980,000	\$622
Affordable Unit - Below 80%	3 Bedroom	2 Baths	1	1,535	\$281,200	\$246
Market	2 Bedroom	2 Baths	1	1,152	\$860,000	\$547
Affordable Unit - Below 80%	2 Bedroom	2 Baths	1	1,117	\$257,400	\$179
Affordable Unit - Below 80%	2 Bedroom	2 Baths	1	1,144	\$257,400	\$183
Market	2 Bedroom	2 Baths	1	1,237	\$915,000	\$588
Market	2 Bedroom	2 Baths	1	1,182	\$890,000	\$561
Market	2 Bedroom	2 Baths	1	1,202	\$910,000	\$571
Market	2 Bedroom	2 Baths	1	1,246	\$960,000	\$592
Affordable Unit - Below 80%	2 Bedroom	2 Baths	1	1,158	\$257,400	\$185
Market	1 Bedroom	1 Bath	1	720	\$575,000	\$342
Market	3 Bedroom	2 Baths	1	1,475	\$1,090,000	\$701
Market	2 Bedroom	2 Baths	1	1,165	\$870,000	\$553
Market	2 Bedroom	2 Baths	1	1,254	\$950,000	\$596
Market	2 Bedroom	2 Baths	1	1,309	\$990,000	\$622
Market	1 Bedroom	1 Bath	1	754	\$600,000	\$358
Affordable Unit - Below 80%	1 Bedroom	1 Bath	1	754	\$236,100	\$121
Market	2 Bedroom	2 Baths	1	1,123	\$850,000	\$533
Market	2 Bedroom	2 Baths	1	1,117	\$840,000	\$531
Market	2 Bedroom	2 Baths	1	1,276	\$1,020,000	\$606
Market	2 Bedroom	2 Baths	1	1,167	\$935,000	\$554
Market	2 Bedroom	2 Baths	1	1,277	\$1,020,000	\$607
Market	2 Bedroom	2 Baths	1	1,259	\$1,010,000	\$598
Affordable Unit - Below 80%	1 Bedroom	1 Bath	1	754	\$236,100	\$121
Affordable Unit - Below 80%	1 Bedroom	1 Bath	1	754	\$236,100	\$121
Market	2 Bedroom	2 Baths	1	1,083	\$870,000	\$514

**Approach to calculating any additional fees relating to Condominium Association or Homeowners Association:**

Fees are established by creating a realistic operating budget for the project and beneficial interest is then calculated based on the initial value of each dwelling unit

**Percentage of Units with 3 or More Bedrooms:** 10

*\* Note that the January 17, 2014 Interagency Agreement Regarding Housing Opportunities for Families with Children requires that at least 10% of the units in the Project must have three (3) or more bedrooms. Evidence of compliance with this requirement must be provided at Final Approval.*

**Handicapped Accessible Units - Total:** 50      **Market Rate:** 37      **Affordable:** 13

**Gross Density (units per acre):** 46.2963      **Net Density (units per buildableacre):** 76.9231

**Building Information**

Building Type	Building Style	Construction Type	Stories	Height	GFA	Number Bldg
Residential	Multi-family	Construction	5	60	97,110	1

**Will all features and amenities available to market unit residents also be available to affordable unit residents?** Yes

**If not, explain the differences:**

**Parking**

**Total Parking Spaces Provided:** 50      **Ratio of Parking Spaces to Housing Units:** 1

**Lot Coverage**

**Buildings:** 53%      **Parking and Paved Areas:** 6%  
**Usable Open Space:** 41%      **Unusable Open Space:** 0%  
**Lot Coverage:** 60%

**Does project fit definition of "Large Project" (as defined in 760 CMR 56.03 (6))?** No



# Attachment 3.1

## Preliminary Site Layout Plan

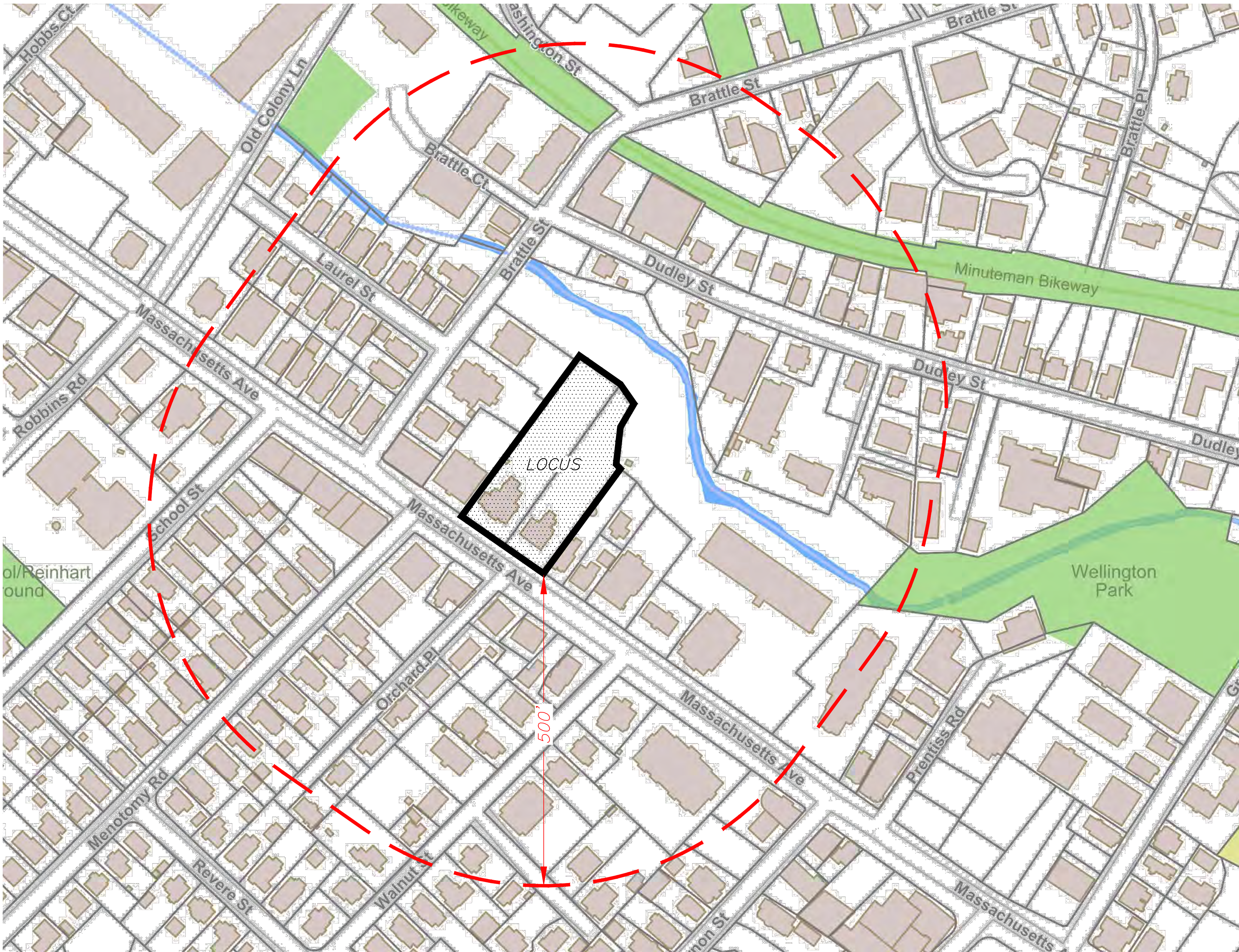


NOTES:

1. THE INFORMATION DEPICTED ON THIS PLAN HAS BEEN COMPILED FROM THE TOWN OF ARLINGTON GIS SYSTEM

2. LAND USE WITHIN 500 FEET OF THE SUBJECT PROPERTY IS PRIMARILY SINGLE FAMILY DWELLINGS AND COMMERCIAL BUSINESSES, AND INCLUDES THE HIGHLAND FIRE STATION.

1021 & 1025 MASSACHUSETTS AVENUE  
(1021 ASSESSORS MAP 55 LOT 19)  
(1025 ASSESSORS MAP 55 LOT 20)  
NOTICE OF INTENT PLAN SET  
LOCATED IN ARLINGTON, MA  
APRIL 27, 2022



LOCUS CONTEXT MAP  
(SCALE 1"=100')

PREPARED BY:

 **PATRIOT Engineering**  
35 BEDFORD STREET, SUITE 4  
LEXINGTON, MASSACHUSETTS 02420  
T: (978) 726-2654  
www.patriot-eng.com



- SHEET INDEX
- 1. COVER SHEET
  - 2. EXISTING CONDITIONS PLAN
  - 3. SITE PLAN
  - 4. DETAIL SHEET
  - 5. BY RITE SITE PLAN
  - 6. FEMA MAP

APPLICANT:

MAJ INVESTMENT, LLC  
13 WHEELING AVENUE  
WOBURN, MA 01801



Location:  
PARCEL ID:  
1021 MASSACHUSETTS AVENUE  
MAP 055 BLOCK 002 LOT 019

1025 - 1027 MASSACHUSETTS AVENUE  
MAP 055 BLOCK 002 LOT 020

ARLINGTON, MA

PREPARED BY:

**RJO'CONNELL  
& ASSOCIATES, INC.**

**CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS**

80 MONTVALE AVENUE, SUITE 201 STONEHAM, MA 02180

PHONE: 781.279.0180 RJOCONNELL.COM

**PATRIOT  
ENGINEERING, LLC**  
35 BEDFORD STREET  
SUITE 4  
LEXINGTON, MA 02420

PROJECT NAME:

1021 & 1025  
MASSACHUSETTS AVE  
ARLINGTON, MA

THIS PLAN IS THE RESULT OF AN ON THE GROUND SURVEY  
PERFORMED BETWEEN 08/13/2021 AND 10/15/2021.

PROFESSIONAL LAND SURVEYOR FOR R.J. O'CONNELL & ASSOCIATES, INC	DATE
--	------

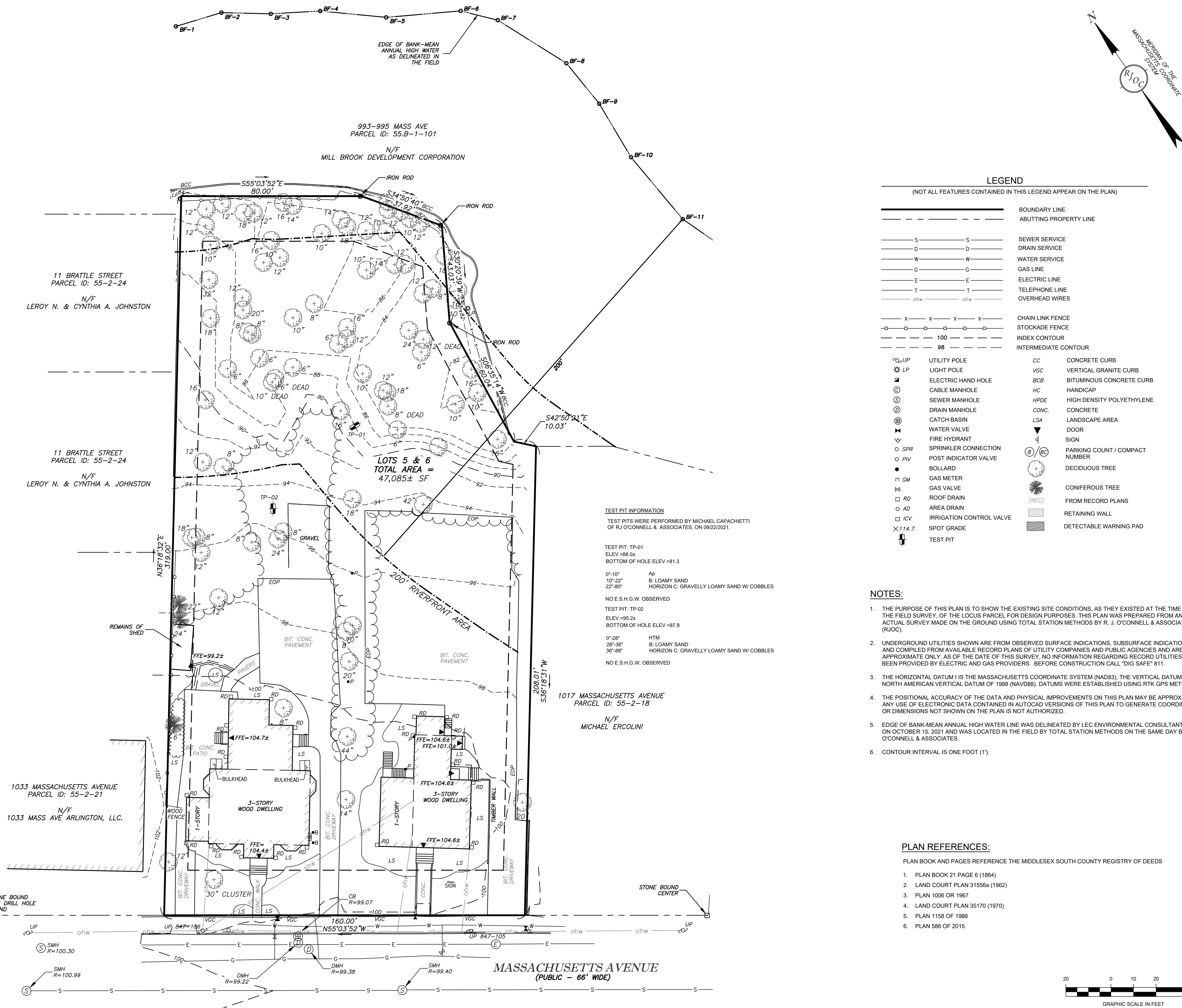
DRAWN BY:	RJK / W
REVIEWED BY:	
SCALE:	1" = 1'
FIELD CREW:	RJK / C
FIELD BOOK:	FIELD BOOK 40 / PG
DATE:	10/19/20
DRAWING NAME:	

## EXISTING CONDITIONS PLAN

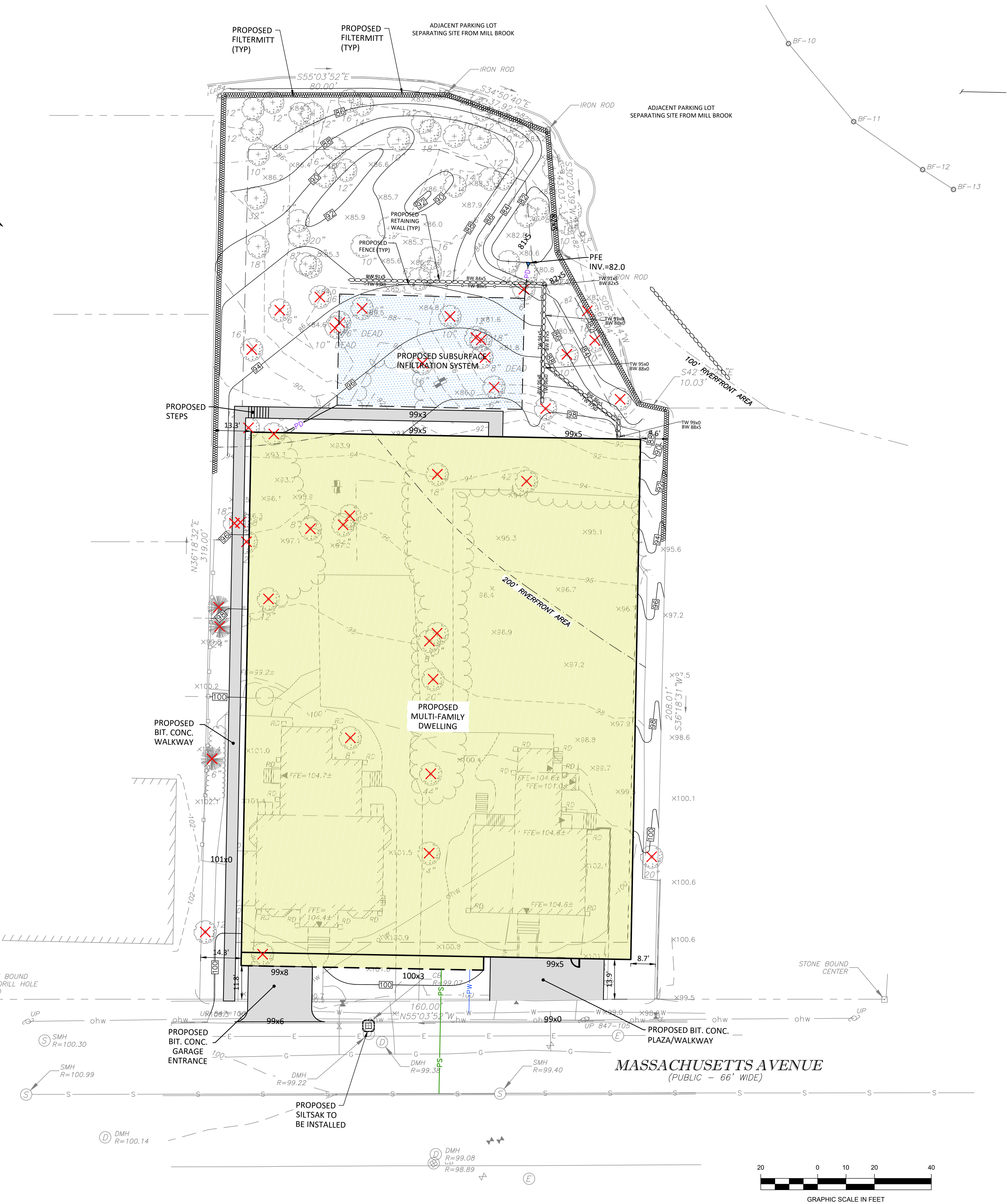
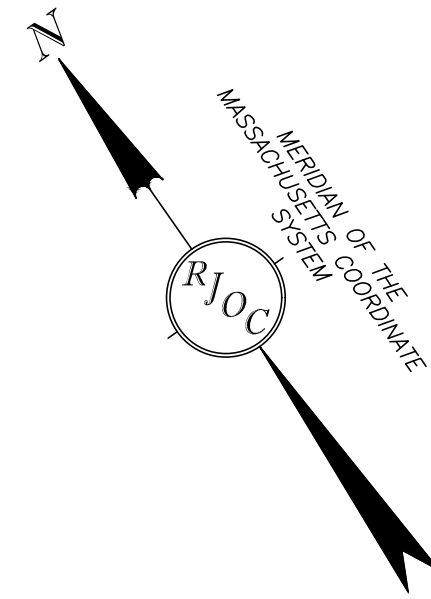
DRAWING NUMBER:

21583

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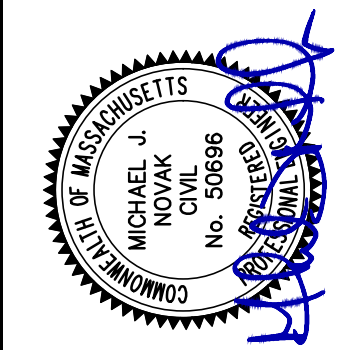




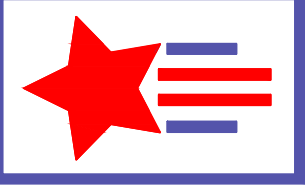


- NOTES:**
1. UNDERGROUND UTILITIES SHOWN ARE FROM OBSERVED SURFACE INDICATIONS, SUBSURFACE INDICATIONS, AND COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES AND ARE APPROXIMATE ONLY. AS OF THE DATE OF THIS SURVEY, NO INFORMATION REGARDING RECORD UTILITIES HAS BEEN PROVIDED BY ELECTRIC AND GAS PROVIDERS. BEFORE CONSTRUCTION CALL "DIG SAFE" 811.
  2. THE HORIZONTAL DATUM IS THE MASSACHUSETTS COORDINATE SYSTEM (NAD83), THE VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). DATUMS WERE ESTABLISHED USING RTK GPS METHODS.
  3. THE POSITIONAL ACCURACY OF THE DATA AND PHYSICAL IMPROVEMENTS ON THIS PLAN MAY BE APPROXIMATE. ANY USE OF ELECTRONIC DATA CONTAINED IN AUTOCAD VERSIONS OF THIS PLAN TO GENERATE COORDINATES OR DIMENSIONS NOT SHOWN ON THE PLAN IS NOT AUTHORIZED.
  4. EDGE OF BANK-MEAN ANNUAL HIGH WATER LINE WAS DELINEATED BY LEC ENVIRONMENTAL CONSULTANTS, INC. ON OCTOBER 15, 2021 AND WAS LOCATED IN THE FIELD BY TOTAL STATION METHODS ON THE SAME DAY BY RJ O'CONNELL & ASSOCIATES.
  5. CONTOUR INTERVAL IS TWO FOOT (2').

LEGEND	
(NOT ALL FEATURES CONTAINED IN THIS LEGEND APPEAR ON THE PLAN)	
	BOUNDARY LINE
	ABUTTING PROPERTY LINE
	SEWER SERVICE
	DRAIN SERVICE
	WATER SERVICE
	GAS LINE
	ELECTRIC LINE
	TELEPHONE LINE
	OVERHEAD WIRES
	CHAIN LINK FENCE
	STOCKADE FENCE
	INDEX CONTOUR
	INTERMEDIATE CONTOUR
	UTILITY POLE
	LIGHT POLE
	ELECTRIC HAND HOLE
	CABLE MANHOLE
	SEWER MANHOLE
	DRAIN MANHOLE
	CATCH BASIN
	WATER VALVE
	FIRE HYDRANT
	SPRINKLER CONNECTION
	POST INDICATOR VALVE
	BOLLARD
	GAS METER
	GAS VALVE
	ROOF DRAIN
	AREA DRAIN
	IRRIGATION CONTROL VALVE
	SPOT GRADE
	TEST PIT
	PROPOSED SUBSURFACE INFILTRATION SYSTEM
	PROPOSED FILTERMITT
	PROPOSED TREELINE
	TYPICAL
	PROPOSED FLARED END
	INVERT
	CONCRETE CURB
	VERTICAL GRANITE CURB
	BITUMINOUS CONCRETE CURB
	HANDICAP
	HIGH DENSITY POLYETHYLENE
	CONCRETE
	LANDSCAPE AREA
	DOOR
	SIGN
	PARKING COUNT / COMPACT NUMBER
	DECIDUOUS TREE
	CONIFEROUS TREE
	FROM RECORD PLANS
	RETAINING WALL
	DETECTABLE WARNING PAD
	PROPOSED SPOT GRADE
	PROPOSED CONTOUR
	PROPOSED CONTOUR
	TREE PROPOSED TO BE REMOVED
	LIMIT OF RIVERFRONT AREA
	PROPOSED SEWER SERVICE
	PROPOSED WATER SERVICE
	PROPOSED DRAIN LINE



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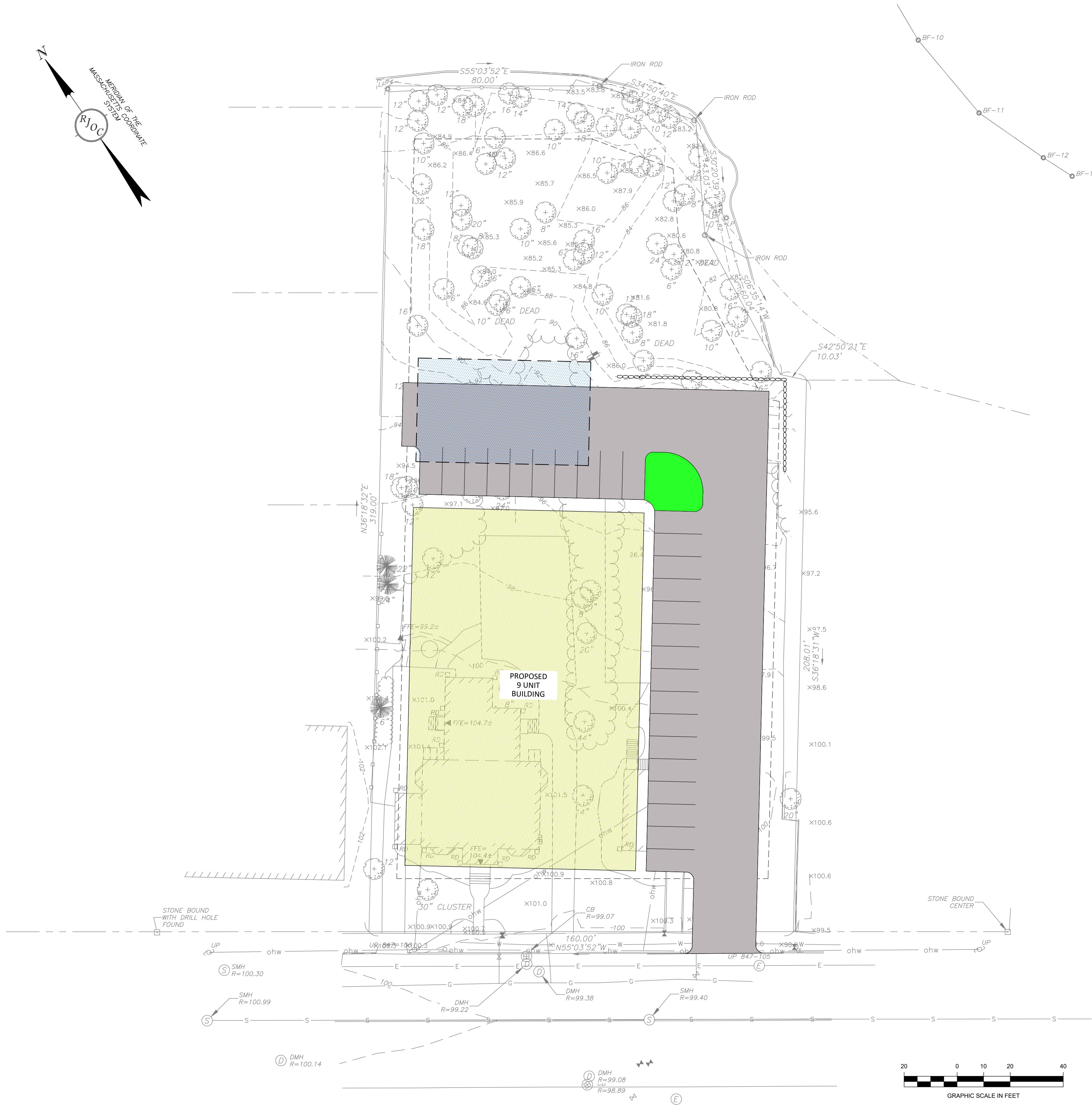
**SITE CONSTRUCTION PLAN**  
LOCATED IN  
**ARLINGTON, MA**  
(MIDDLESEX COUNTY)  
PREPARED FOR  
**MAJ INVESTMENT, LLC**

**1021 & 1025 MASSACHUSETTS AVENUE**  
**ARLINGTON, MASSACHUSETTS**  
DRAWN BY:   
DATE: 4-27-2022  
CHECKED BY:   
PROJECT No: 21-32



SHEET  
4 OF 6





NOTES:

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE EXISTING SITE CONDITIONS, AS THEY EXISTED AT THE TIME OF THE FIELD SURVEY, OF THE LOCUS PARCEL FOR DESIGN PURPOSES. THIS PLAN WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND USING TOTAL STATION METHODS BY R. J. O'CONNELL & ASSOCIATES (RJOC).
2. UNDERGROUND UTILITIES SHOWN ARE FROM OBSERVED SURFACE INDICATIONS, SUBSURFACE INDICATIONS, AND COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES AND ARE APPROXIMATE ONLY, AS OF THE DATE OF THIS SURVEY. NO INFORMATION REGARDING RECORD UTILITIES HAS BEEN PROVIDED BY ELECTRIC AND GAS PROVIDERS. BEFORE CONSTRUCTION CALL "DIG SAFE" 811.
3. THE HORIZONTAL DATUM IS THE MASSACHUSETTS COORDINATE SYSTEM (NAD83), THE VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). DATUMS WERE ESTABLISHED USING RTK GPS METHODS.
4. THE POSITIONAL ACCURACY OF THE DATA AND PHYSICAL IMPROVEMENTS ON THIS PLAN MAY BE APPROXIMATE. ANY USE OF ELECTRONIC DATA CONTAINED IN AUTOCAD VERSIONS OF THIS PLAN TO GENERATE COORDINATES OR DIMENSIONS NOT SHOWN ON THE PLAN IS NOT AUTHORIZED.
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6. CONTOUR INTERVAL IS TWO FOOT (2').

LEGEND

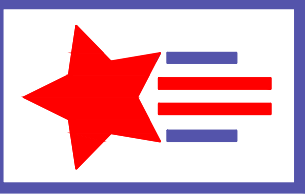
(NOT ALL FEATURES CONTAINED IN THIS LEGEND APPEAR ON THE PLAN)

	BOUNDARY LINE		UTILITY POLE		CONCRETE CURB
	ABUTTING PROPERTY LINE		LIGHT POLE		VERTICAL GRANITE CURB
	SEWER SERVICE		ELECTRIC HAND HOLE		BITUMINOUS CONCRETE CURB
	DRAIN SERVICE		CABLE MANHOLE		HANDICAP
	WATER SERVICE		SEWER MANHOLE		HIGH DENSITY POLYETHYLENE
	GAS LINE		DRAIN MANHOLE		CONCRETE
	ELECTRIC LINE		CATCH BASIN		LANDSCAPE AREA
	TELEPHONE LINE		WATER VALVE		DOOR
	OVERHEAD WIRES		FIRE HYDRANT		SIGN
	CHAIN LINK FENCE		SPRINKLER CONNECTION		PARKING COUNT / COMPACT NUMBER
	STOCKADE FENCE		POST INDICATOR VALVE		DECIDUOUS TREE
	INDEX CONTOUR		BOLLARD		CONIFEROUS TREE
	INTERMEDIATE CONTOUR		GAS METER		FROM RECORD PLANS
			GAS VALVE		RETAINING WALL
			ROOF DRAIN		DETECTABLE WARNING PAD
			AREA DRAIN		99x5
			IRRIGATION CONTROL VALVE		PROPOSED SPOT GRADE
	SPOT GRADE		TEST PIT		PROPOSED CONTOUR
	PSIS		PROPOSED SUBSURFACE INFILTRATION SYSTEM		PROPOSED CONTOUR
	PROPOSED FILTERMITT		PROPOSED TREELINE		PROPOSED CONTOUR
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1021 & 1025 MASSACHUSETTS AVENUE  
ARLINGTON, MA  
DATE: 4-27-2022  
PROJECT No: 21-32

REVISIONS	DATE	BY	DESCRIPTION

PATRIOT Engineering  
35 BEDFORD STREET, SUITE 4  
LEXINGTON, MASSACHUSETTS 02420  
T: (978) 726-2654  
www.patriot-eng.com



BY RITE SITE PLAN  
LOCATED IN  
ARLINGTON, MA  
(MIDDLESEX COUNTY)  
PREPARED FOR  
MAJ INVESTMENT, LLC



NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the **Flood Profiles and Floodway Data** and/or **Summary of Stillwater Elevations** tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

**Coastal Base Flood Elevations** shown on this map apply only landward of 0.0 National North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Massachusetts State Plane, Mainland zone (FIPS ZONE 2001), meters. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services  
NOAA, NGS12  
National Geodetic Survey  
SSMC-3 #5202  
1315 East-West Highway  
Silver Spring, Maryland 20910-3282  
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

**Base map** information shown on this FIRM was provided in digital format by the Office of Geographic and Environmental Information (MassGIS), Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs. This information was derived from digital orthophotos produced at a scale of 1:5,000 from aerial photography dated April 2005.

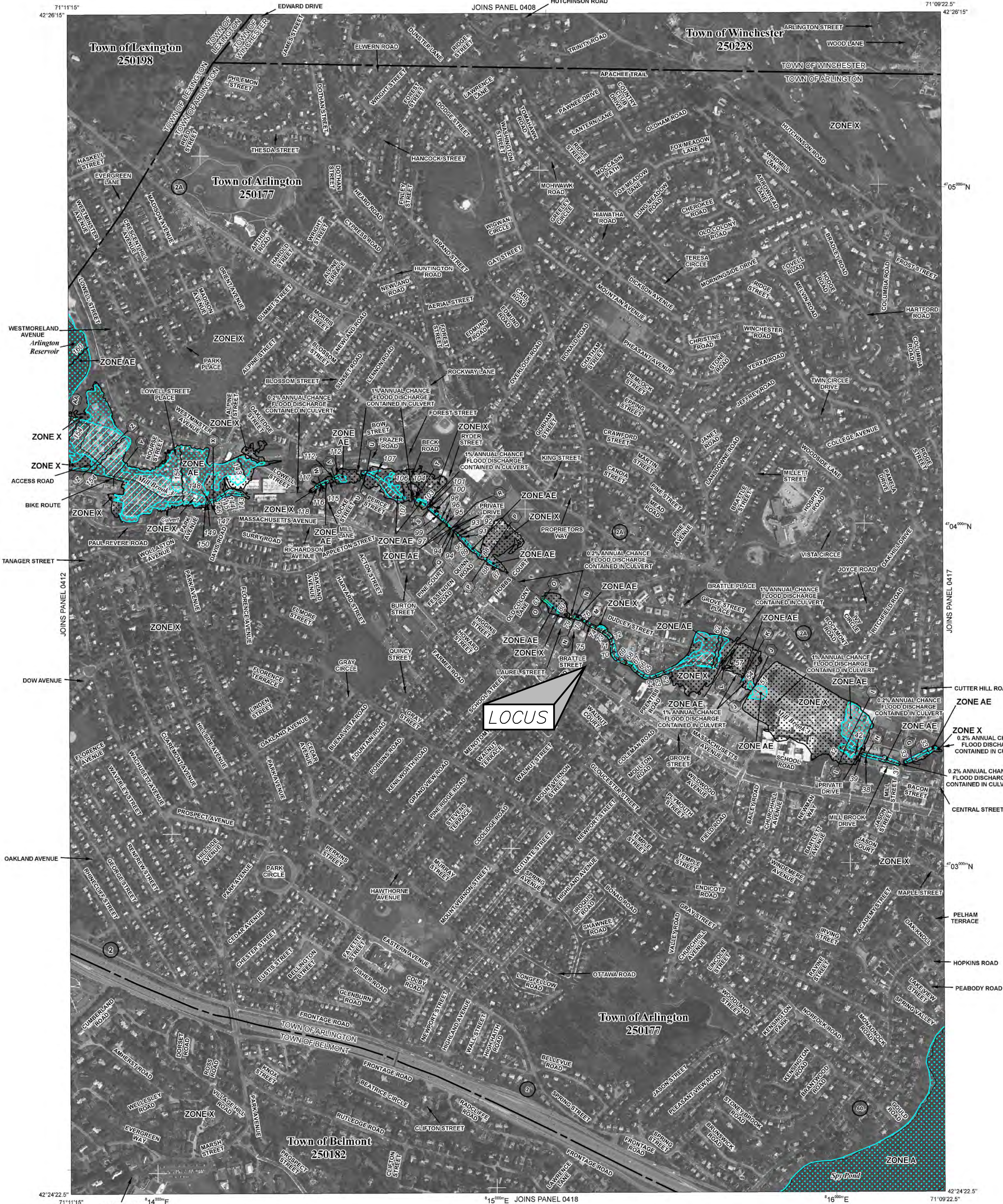
This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

**Corporate limits** shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at <http://msc.fema.gov>.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov>.



LEGEND

**SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include zones A, AE, AH, AO, AR, AV, and VE. The base flood elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently identified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

**FLOODWAY AREAS IN ZONE AE**

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

**OTHER FLOOD AREAS**

**ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

**OTHER AREAS**

Areas determined to be outside the 0.2% annual chance floodplain.

Areas in which flood hazards are undetermined, but possible.

**COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**

**OTHERWISE PROTECTED AREAS (OPAs)**

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different base flood elevations, flood depths or flood velocities
- Base Flood Elevation line and value; elevation in feet\*
- Base Flood Elevation value where uniform within zone; elevation in feet\*

- \* Referenced to the North American Vertical Datum of 1988
- Cross section line
- Traverse line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 1000-meter Universal Transverse Mercator grid values, zone 19
- 5000-foot grid values: Massachusetts State Plane coordinate system, Mainland zone (FIPS ZONE 2001), Lambert Conformal Conic projection
- Bench mark (see explanation in Notes to Users section of this FIRM panel)
- River Mile

**MAP REPOSITORY**  
Refer to listing of Map Repositories on Map Index

**EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP**  
June 4, 2010

**EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL**

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

(SCALE 1" = 600')

**NFIP**

**PANEL 0416E**

**FIRM**

**FLOOD INSURANCE RATE MAP**

**MIDDLESEX COUNTY, MASSACHUSETTS (ALL JURISDICTIONS)**

**PANEL 416 OF 656**  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

**CONTAINS**

COMMUNITY	NUMBER	PANEL	SUFFIX
ARLINGTON, TOWN OF	250177	0416	
BEAUMONT, TOWN OF	250182	0416	
LEXINGTON, TOWN OF	250188	0416	
WINCHESTER, TOWN OF	250228	0416	

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

**MAP NUMBER**  
25017C0416E

**EFFECTIVE DATE**  
JUNE 4, 2010

**Federal Emergency Management Agency**

**1021 & 1025 MASSACHUSETTS AVENUE**

**ARLINGTON, MASSACHUSETTS**

**DRAWN BY:**

**DATE:** 4-27-2022

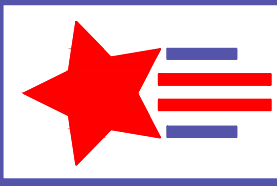
**CHECKED BY:**

**PROJECT No:** 21-32

REVISIONS		DESCRIPTION	
DATE	BY		

**PATRIOT Engineering**

35 BEDFORD STREET, SUITE 4  
LEXINGTON, MASSACHUSETTS 02420  
T: (978) 726-2654  
[www.patriot-eng.com](http://www.patriot-eng.com)



**FEMA FLOOD MAP**

**LOCATED IN**

**ARLINGTON, MA**  
(MIDDLESEX COUNTY)

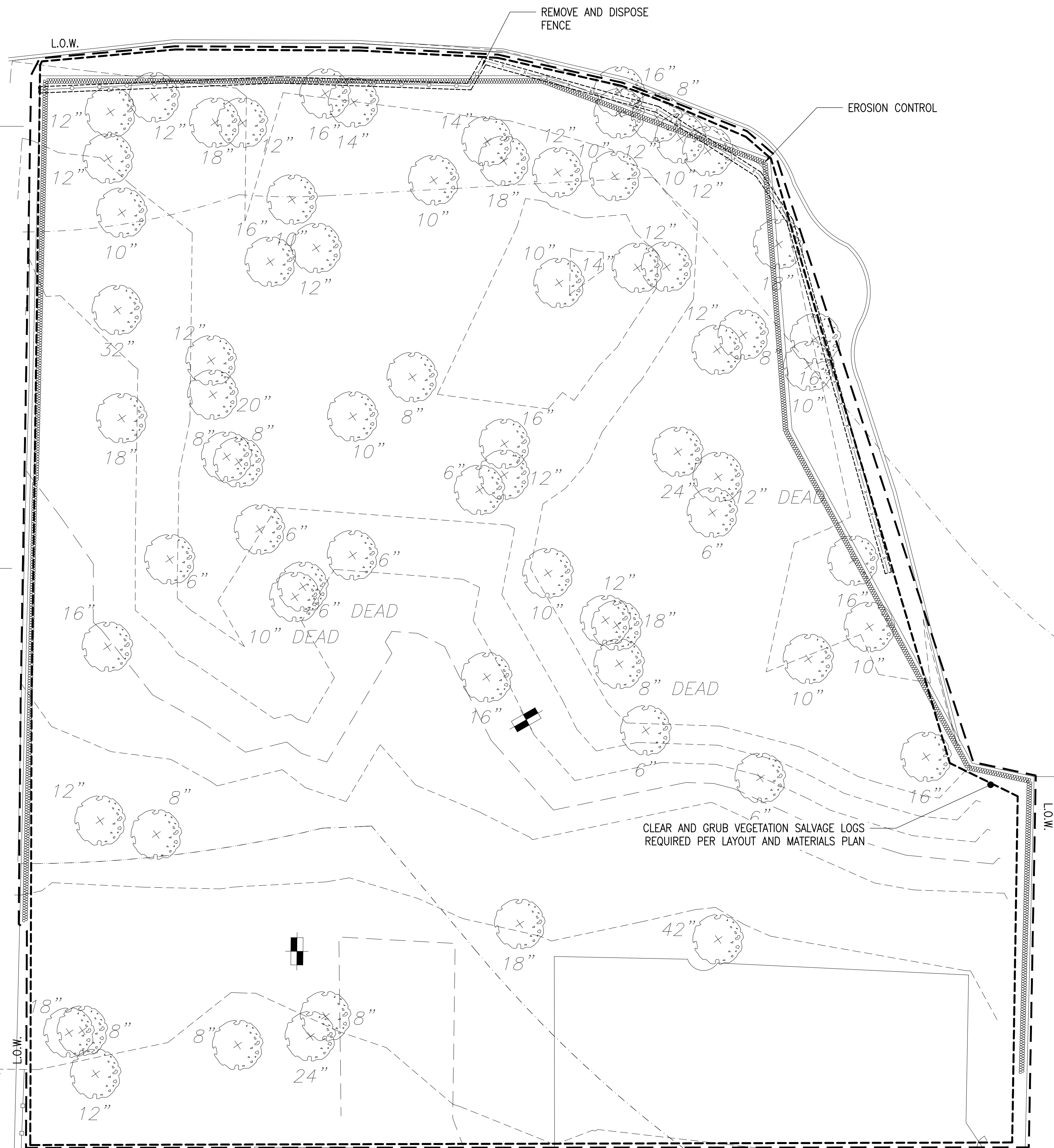
**PREPARED FOR**

**MAJ INVESTMENT, LLC**



LEGEND

— L.O.W. — LIMIT OF WORK LINE



1021  
MASSACHUSETTS  
AVENUE

ARLINGTON, MASSACHUSETTS

XXXXXX

**kzla**  
Kyle Zick Landscape Architecture, Inc.  
36 Brimfield Street Suite 202 617 451-1018 Tel  
Boston, MA 02108 www.kyzezick.com

DRAFT CONSTRUCTION  
DOCUMENT SET

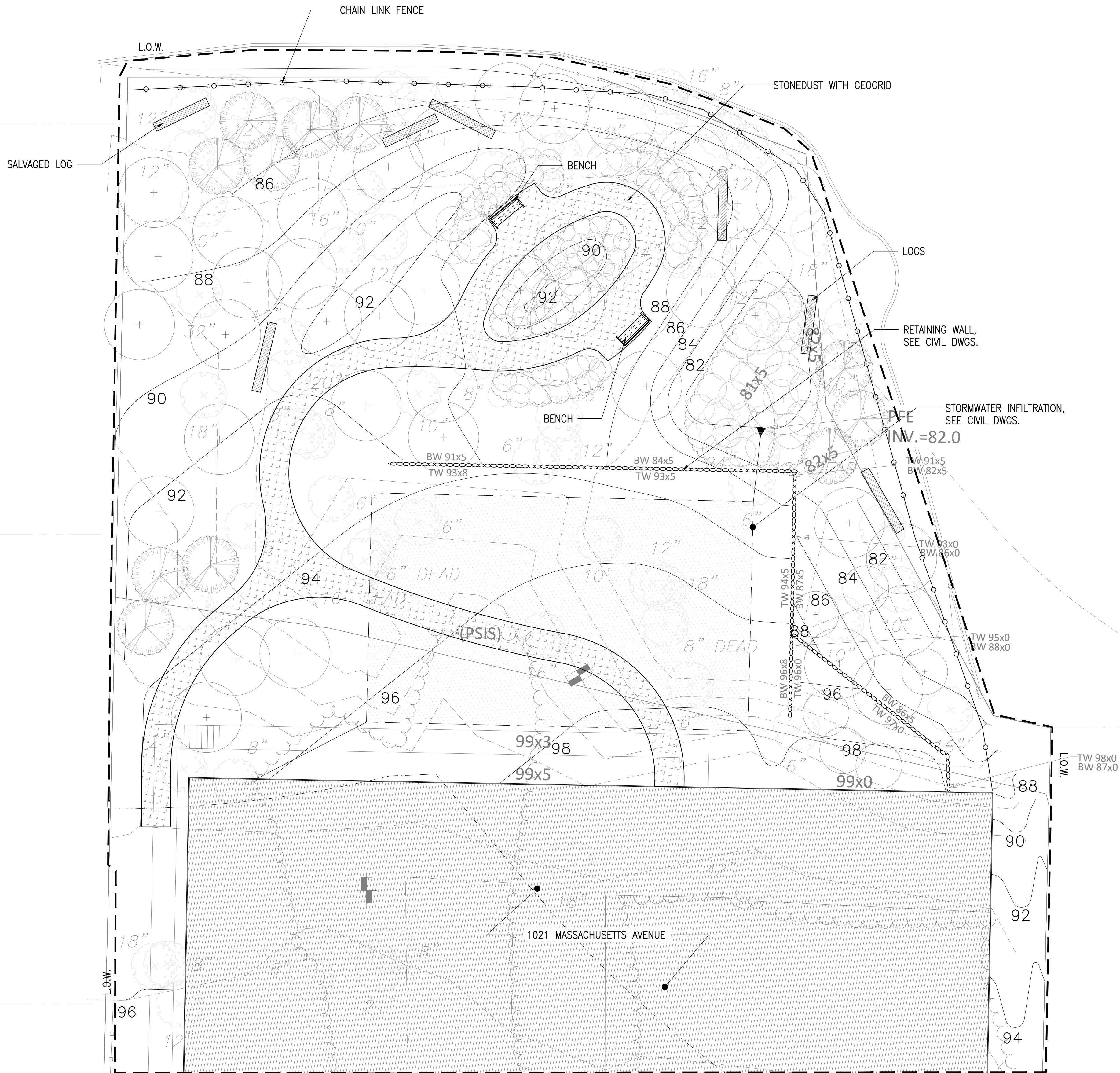
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Project: ARLINGTON RES.  
Drawn By: YL Checked By: KZ  
Date: APRIL 08, 2022  
Scale: 1"=10'-0"  
Drawing Title:

SITE PREPARATION PLAN



LEGEND

L.O.W. LIMIT OF WORK LINE



1021  
MASSACHUSETTS  
AVENUE

ARLINGTON, MASSACHUSETTS

XXXXXX

**kzla**  
Kyle Zick Landscape Architecture, Inc.  
36 Brimfield Street Suite 202  
Boston, MA 02108  
617 451-1018 Tel  
www.kyzezick.com

DRAFT CONSTRUCTION  
DOCUMENT SET

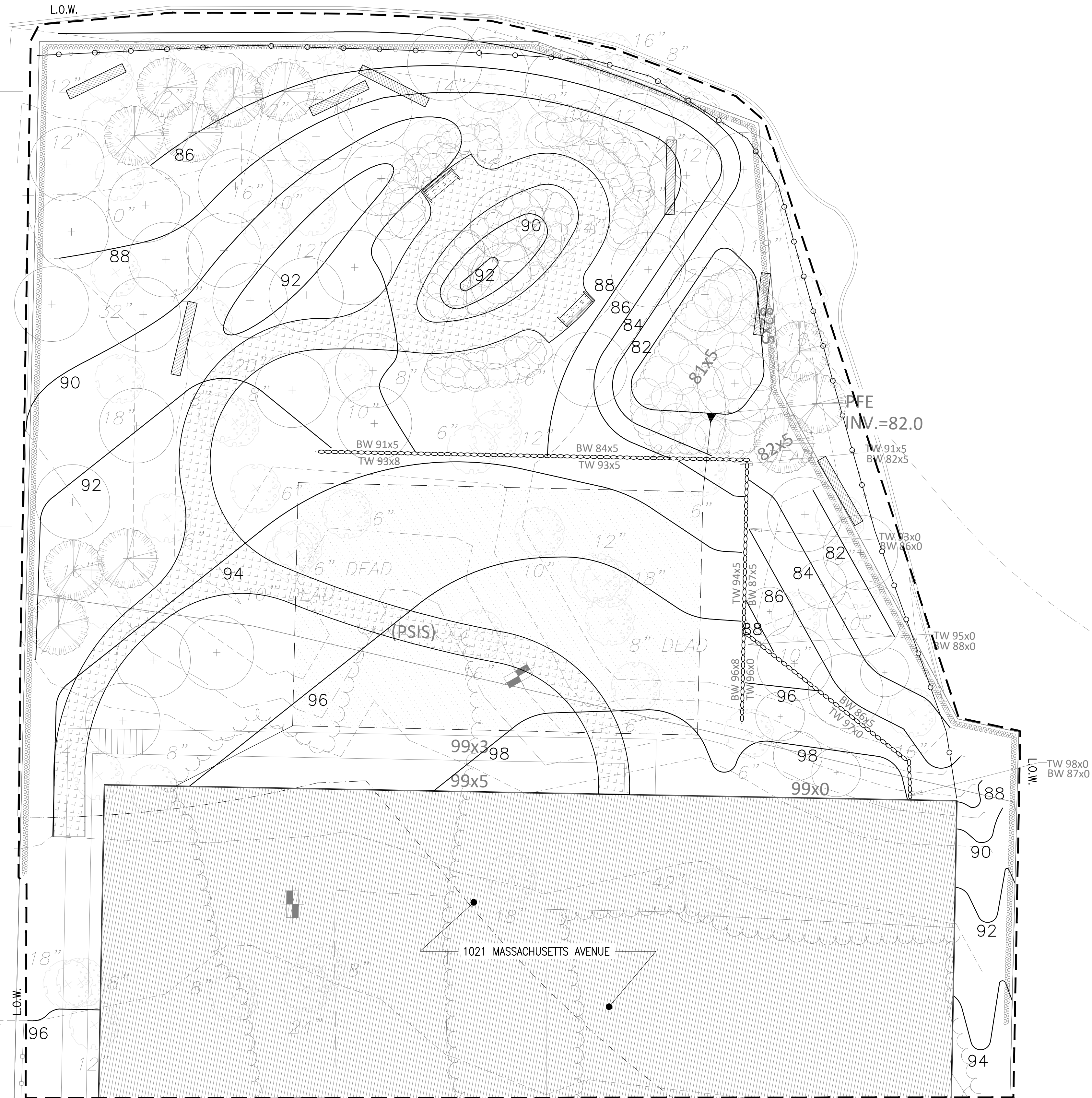
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Project: ARLINGTON RES.  
Drawn By: YL Checked By: KZ  
Date: APRIL 08, 2022  
Scale: 1"=10'-0"  
Drawing Title:

LAYOUT AND MATERIAL PLAN



LEGEND

- L.O.W. — LIMIT OF WORK LINE
- 88 — PROPOSED CONTOUR, TYP.
- 90 — EXISTING CONTOUR, TYP.



1021  
MASSACHUSETTS  
AVENUE

ARLINGTON, MASSACHUSETTS

XXXXXX

**kzla**  
Kyle Zick Landscape Architecture, Inc.  
36 Brimfield Street Suite 202  
Boston, MA 02108  
617 451-1018 Tel  
www.kyzezick.com

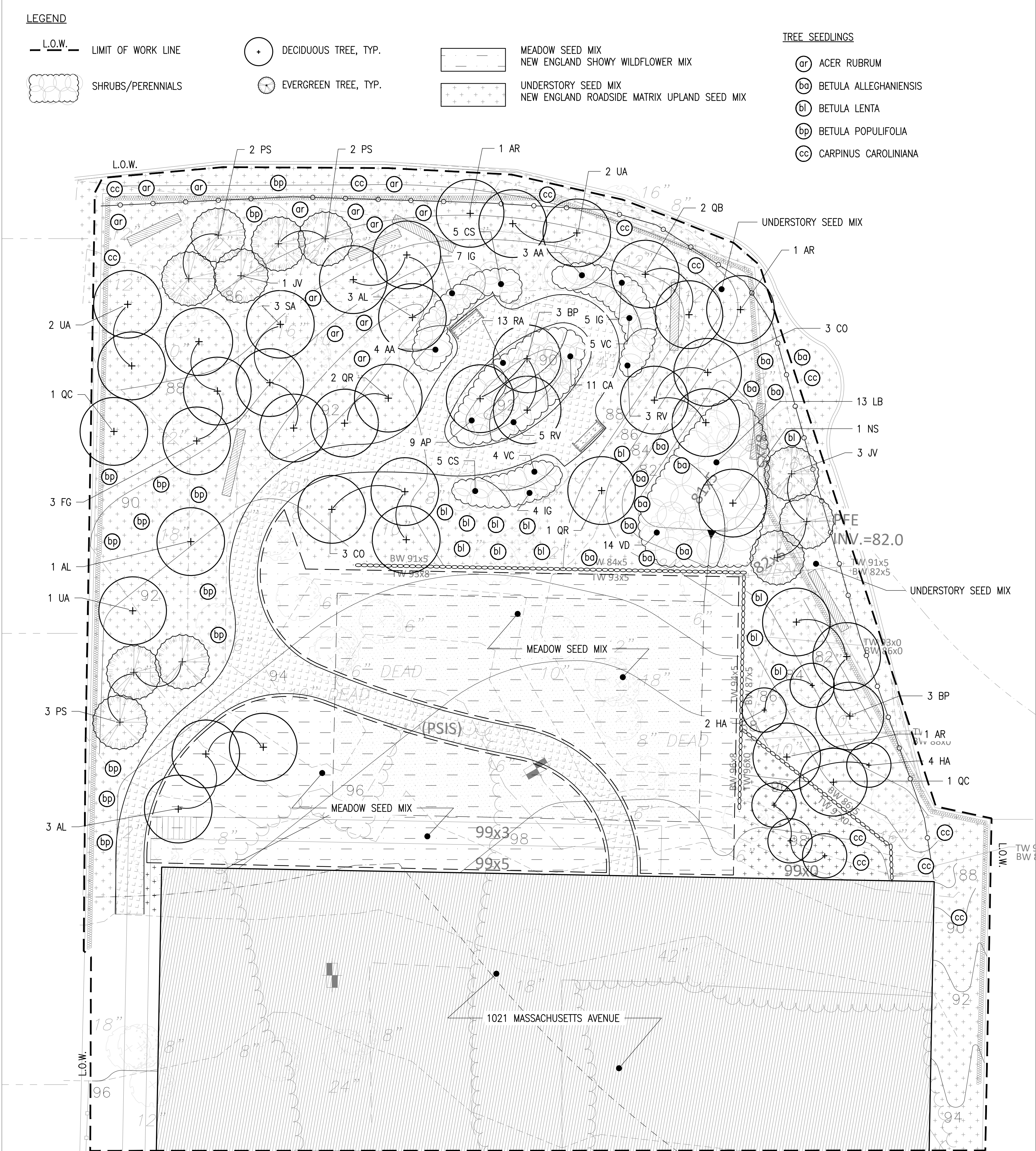
DRAFT CONSTRUCTION  
DOCUMENT SET

Job Number:  
Project: ARLINGTON RES.  
Drawn By: YL Checked By: KZ  
Date: APRIL 08, 2022  
Scale: 1"=10'-0"  
Drawing Title:

GRADING PLAN

L3





PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	NOTES:
DECIDUOUS TREES						
AR	3	ACER RUBRUM	RED MAPLE	2" CAL.	-	SPRING DIG ONLY
AL	7	AMELANCHIER CANADENSIS L. MEDIK.	SHADBLOW SERVICEBERRY	12' HT.	-	MULTI-STEM
BP	6	BETULA PAPPYRIFERA	PAPER BIRCH	12' HT.	-	MULTI-STEM
CO	6	CARYA OVATA	SHAGBARK HICKORY	1" CAL.	-	-
FG	3	FAGUS GRANDIFLORA	AMERICAN BEECH	1" CAL.	-	SPRING DIG ONLY
HA	6	HAMAMELUS X INTERMEDIA 'ARNOLD PROMISE'	WITCHHAZEL	8' B&B	-	CLUMP FORM
NS	1	NYSSA SYLVATICA	SOURGUM	2" CAL.	-	SPRING DIG ONLY
QB	2	QUERCUS BICOLOR	SWAMP WHITE OAK	2" CAL.	-	SPRING DIG ONLY
QC	2	QUERCUS COCCINEA	SCARLET OAK	2" CAL.	-	SPRING DIG ONLY
QR	3	QUERCUS RUBRA	RED OAK	2" CAL.	-	SPRING DIG ONLY
SA	3	SASSAFRAS ALBIDUM	SASSAFRAS	1" CAL.	-	-
UA	5	ULMUS AMERICANA 'PRINCETON'	PRINCETON AMERICAN ELM	2" CAL.	-	SPRING DIG ONLY
TREE SEEDLINGS						
ar	12	ACER RUBRUM	RED MAPLE	4' HT.	-	-
ba	12	BETULA ALLEGHANIENSIS	YELLOW BIRCH	4' HT.	-	-
bl	12	BETULA LENTA	SWEET BIRCH	4' HT.	-	-
bp	12	BETULA POPULIFOLIA	GRAY BIRCH	4' HT.	-	-
cc	12	CARPINUS CAROLINIANA	AMERICAN HORNBEAM	4' HT.	-	-
EVERGREEN TREES						
JV	4	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	6' HT.	-	-
PS	7	PINUS STROBUS	EASTERN WHITE PINE	6' HT.	-	-
SHRUBS						
AA	7	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	36" HT.	5'-0" O.C.	-
AP	9	AESCULUS PARVIFLORA	BOTTLEBRUSH BUCKEYE	36" HT.	4'-0" O.C.	-
CA	11	CLETHRA ALNIFOLIA	SUMMERSWEET	24" HT.	3'-0" O.C.	-
CS	10	CORNUS SERICEA	REDTWIG DOGWOOD	36" HT.	4'-0" O.C.	-
IG	16	ILEX GLABRA	INKBERRY	3 GAL.	4'-0" O.C.	-
LB	13	LINDERA BENZOIN	SPICEBUSH	36" HT.	6'-0" O.C.	-
RA	13	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	24" SPREAD	3'-0" O.C.	-
RV	8	ROSA VIRGINIANA	VIRGINIA ROSE	36" HT.	5'-0" O.C.	-
VC	9	VACCINIUM CORYMBOSUM	HIGHBUSH BLUEBERRY	24" HT.	4'-0" O.C.	-
VD	14	VIBURNUM DENTATUM	ARROWWOOD	36" HT.	5'-0" O.C.	-

1021  
MASSACHUSETTS  
AVENUE

ARLINGTON, MASSACHUSETTS

XXXXXX

NO. REVISION DATE

**kzla**  
Kyle Zick Landscape Architecture, Inc.  
36 Brimfield Street Suite 202 617 451-1018 Tel  
Boston, MA 02108 www.kyzezick.com

DRAFT CONSTRUCTION  
DOCUMENT SET

Job Number:  
Project: ARLINGTON RES.  
Drawn By: YL Checked By: KZ  
Date: APRIL 08, 2022  
Scale: 1"=10'-0"  
Drawing Title:

PLANTING PLAN



# Attachment 3.2

## Graphic Representations of Project/Preliminary Architectural Plans





GROUND FLOOR PLAN

0 10 20 40  
SCALE: 1" = 20' - 0"

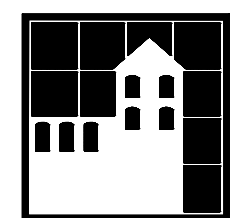
- MIXED USE
- CIRCULATION
- GARAGE
- COMMON SPACE
- UNIT OUTSIDE SPACE
- 1 BEDROOM UNIT
- 2 BEDROOM UNIT
- 3 BEDROOM UNIT
- COMMON OUTSIDE SPACE



14 UNITS  
GROSS AREA - 20,601 S.F.

2nd FLOOR PLAN

0 10 20 40  
SCALE: 1" = 20' - 0"



**HARRISON MULHERN ARCHITECTS**  
611 Main Street  
Winchester, MA 01890  
v. 781-729-3700 f. 781-729-3672  
email: cmulhern@hmarchitects.com

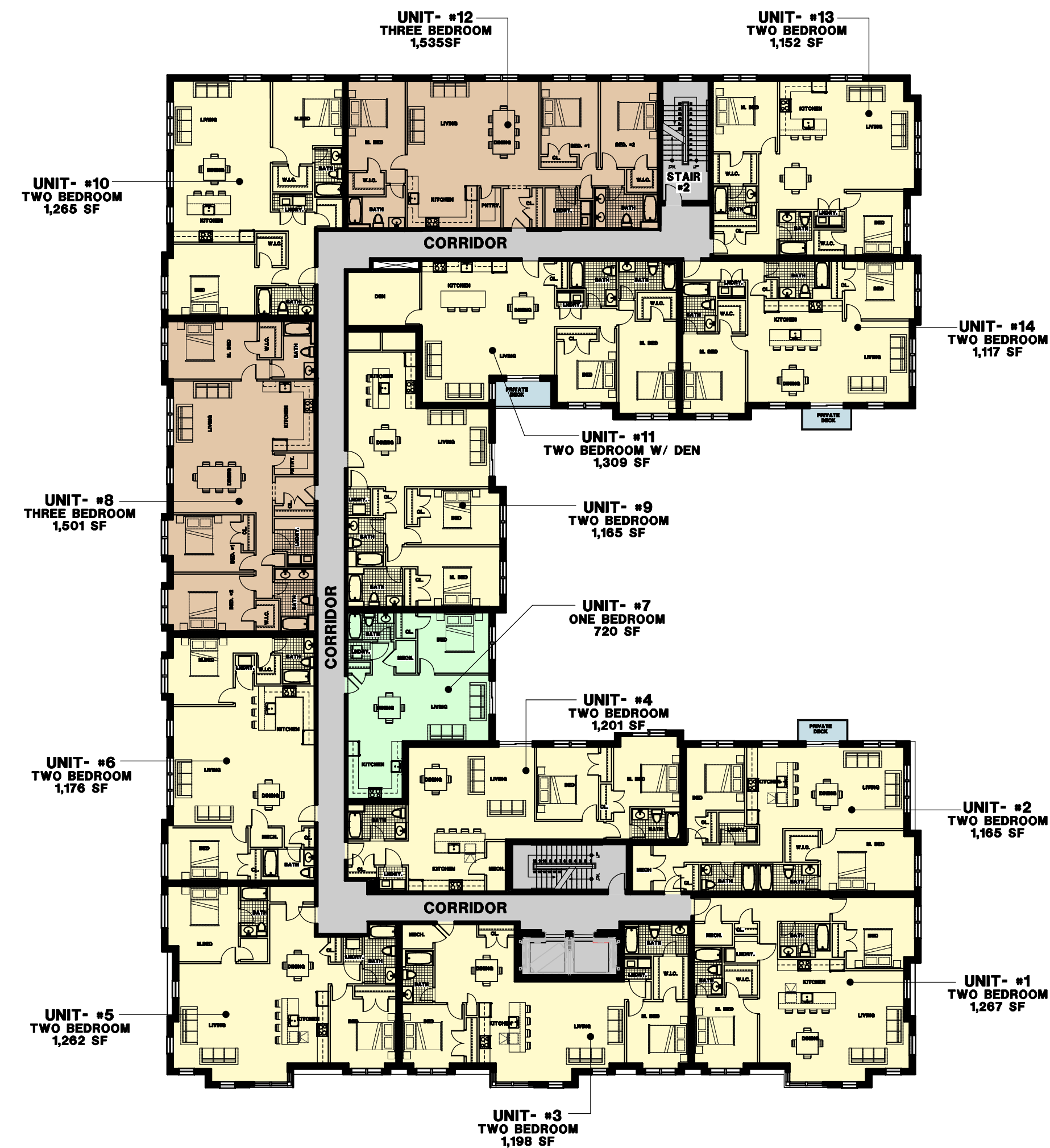
**MASS AVE. CONDOMINIUMS**  
1021-1025 MASSACHUSETTS AVENUE, ARLINGTON MA

MARCH 03, 2022



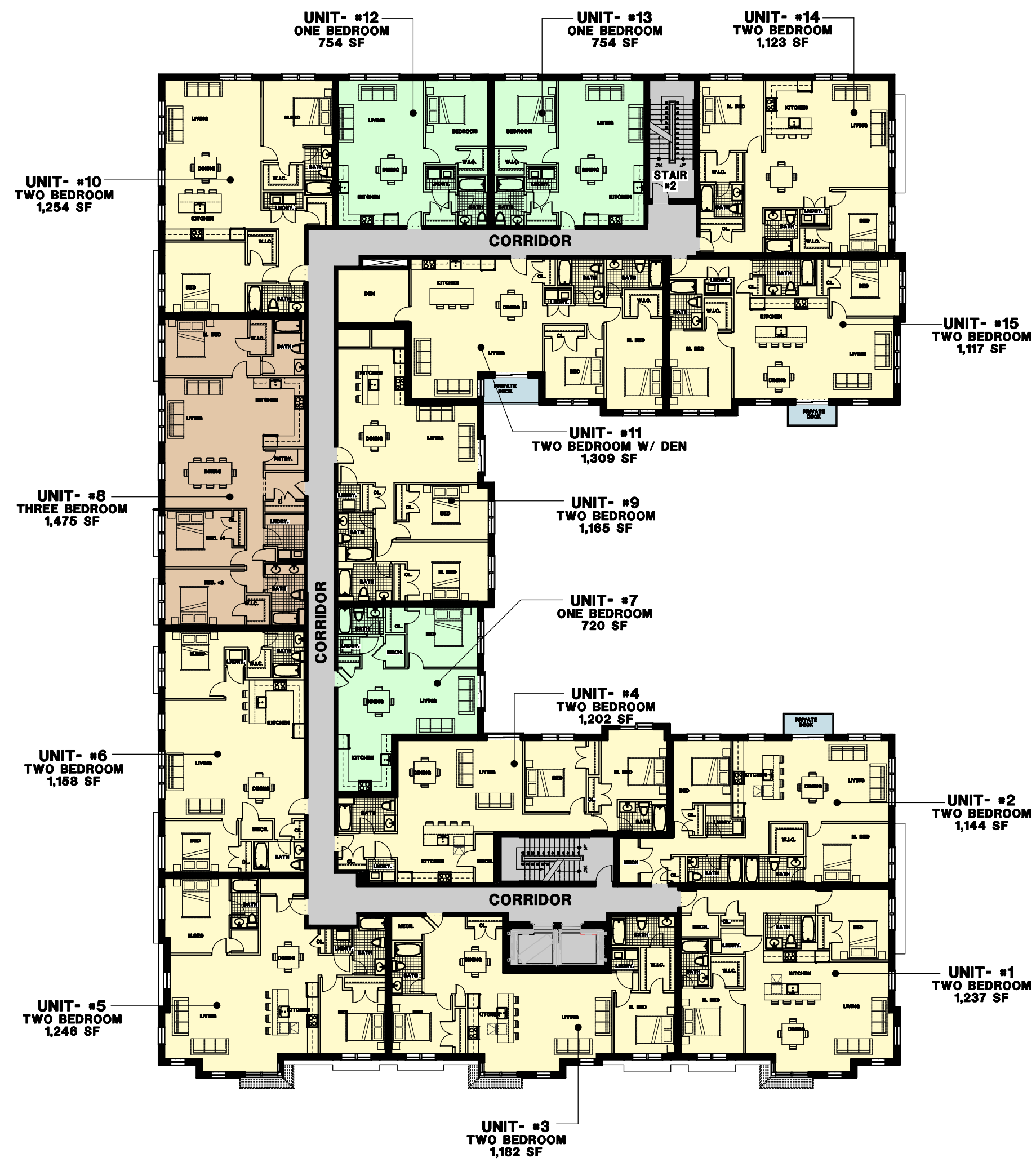
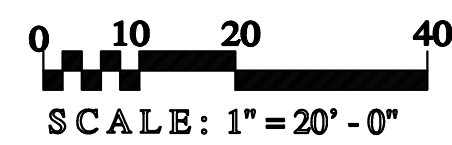
SHEET #  
**A1.1**





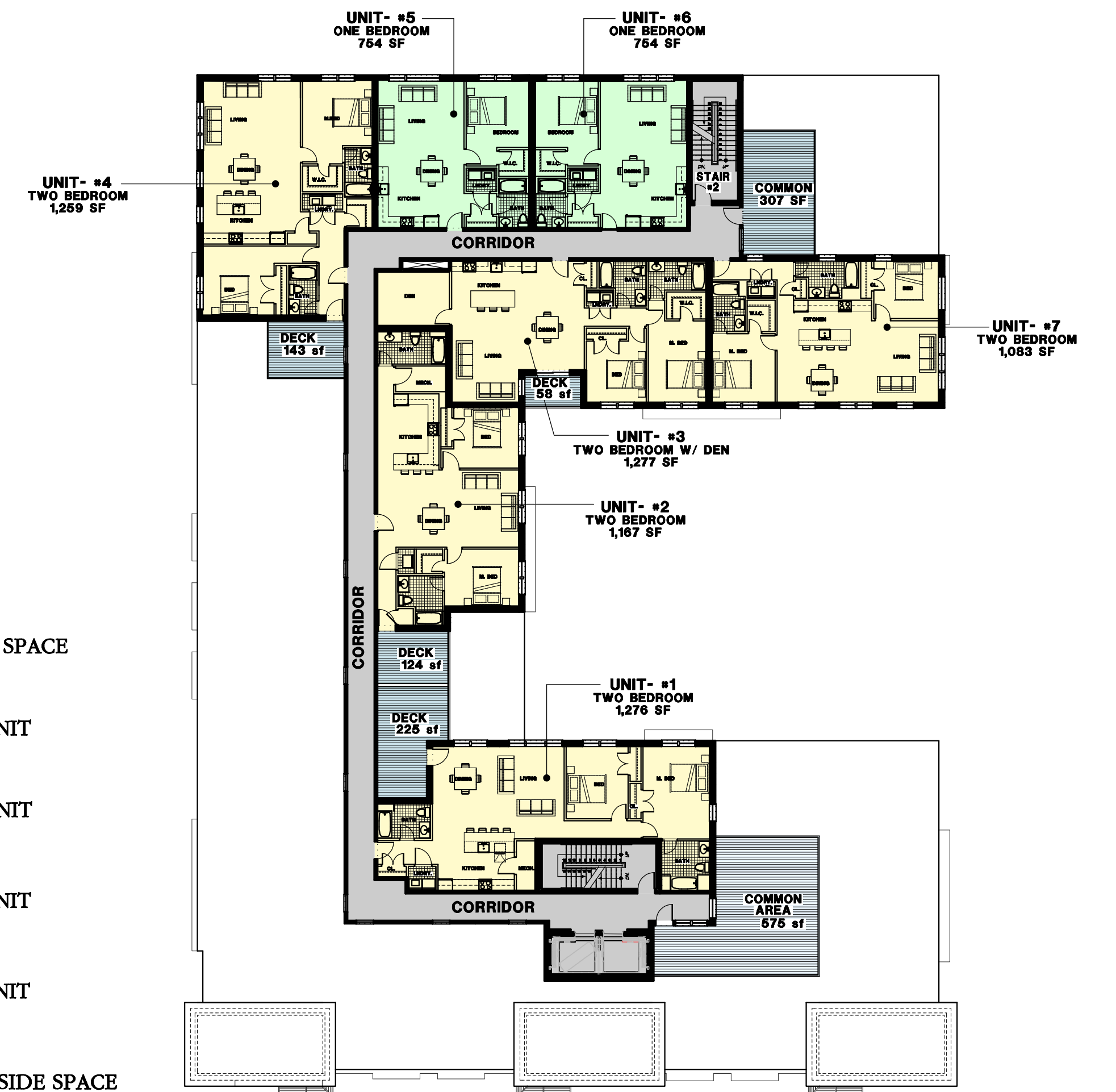
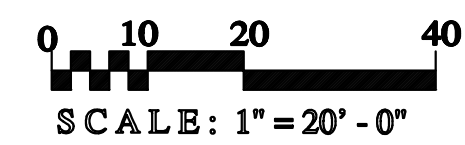
**14 UNITS**  
GROSS AREA - 20,601 S.F.

### 3rd FLOOR PLAN



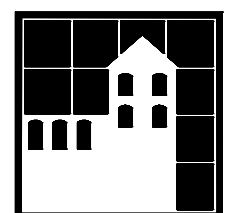
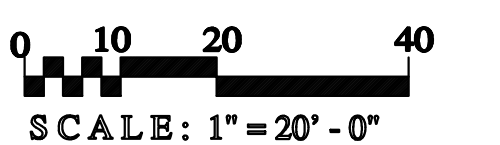
**15 UNITS**  
GROSS AREA - 20,410 S.F.

### 4th FLOOR PLAN



**7 PENTHOUSE UNITS**  
GROSS AREA - 10,463 S.F.

### 5th FLOOR PLAN



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611 Main Street  
Winchester, MA 01890  
v. 781-729-3700 f. 781-729-3672  
email: cmulhern@hmarchitects.com

**MASS AVE. CONDOMINIUMS**  
1021-1025 MASSACHUSETTS AVENUE, ARLINGTON MA

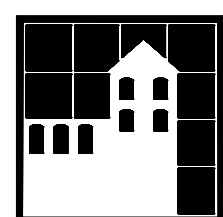
MARCH 03, 2022



SHEET #

**A1.2**





**HARRISON MULHERN ARCHITECTS**  
 611 Main Street  
 Winchester, MA 01890  
 v. 781-729-3700 f. 781-729-3672  
 email: cmulhern@hmarchitects.com

**MASS AVE. CONDOMINIUMS**  
 1021-1025 MASSACHUSETTS AVENUE, ARLINGTON MA

August 27 2021



SHEET #

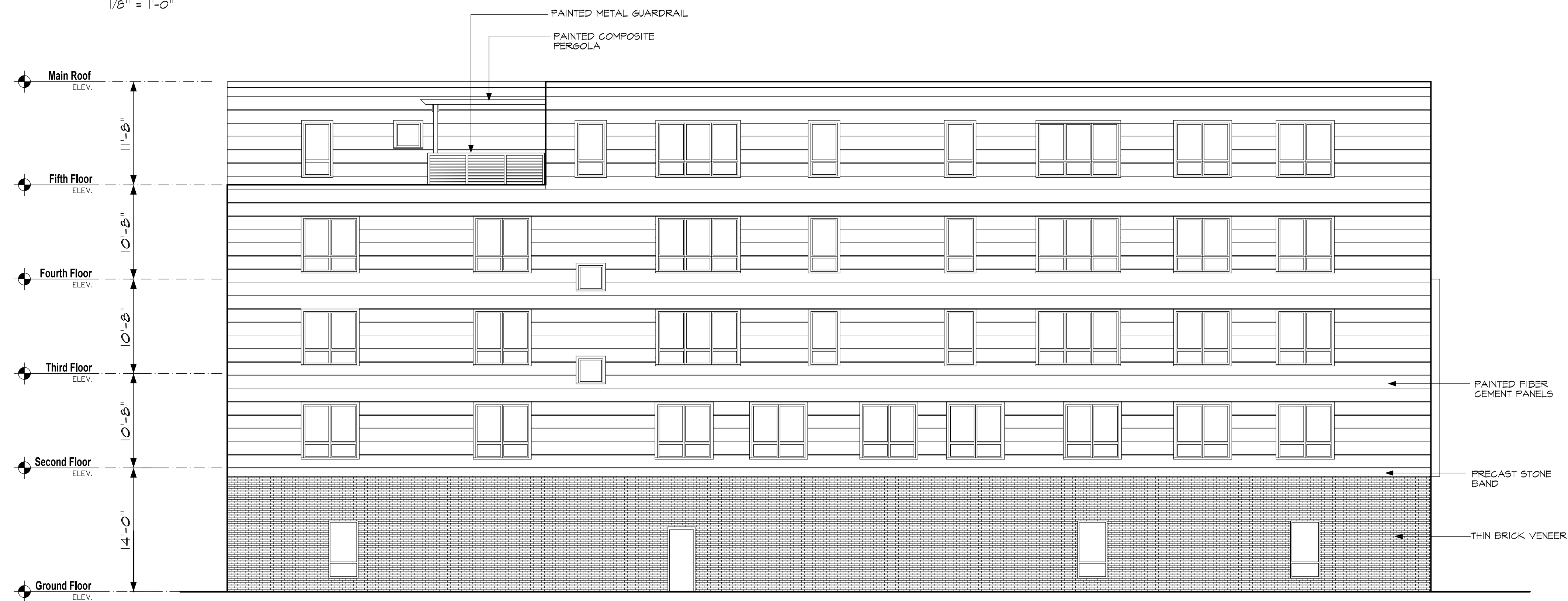
**A1.3**





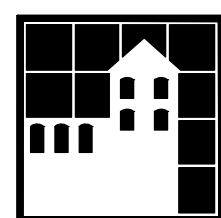
**Front Elevation**

1/8" = 1'-0"



**Rear Elevation**

1/8" = 1'-0"



**HARRISON MULHERN ARCHITECTS**

611 Main Street  
Winchester, MA 01890  
v. 781-729-3700 f. 781-729-3672  
email: cmulhern@hmarchitects.com

**MASS AVE. CONDOMINIUMS**  
1021-1025 MASSACHUSETTS AVENUE, ARLINGTON MA

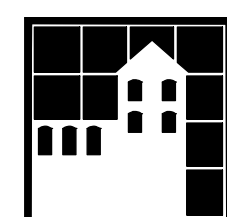
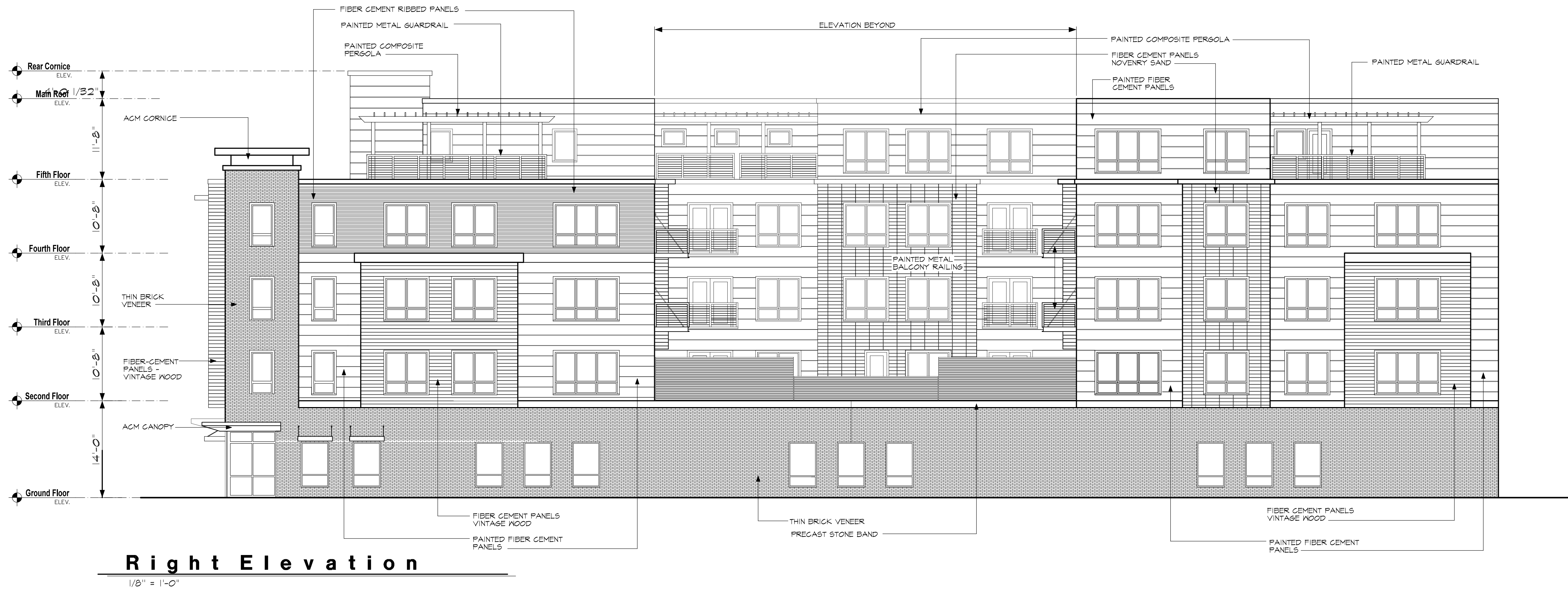
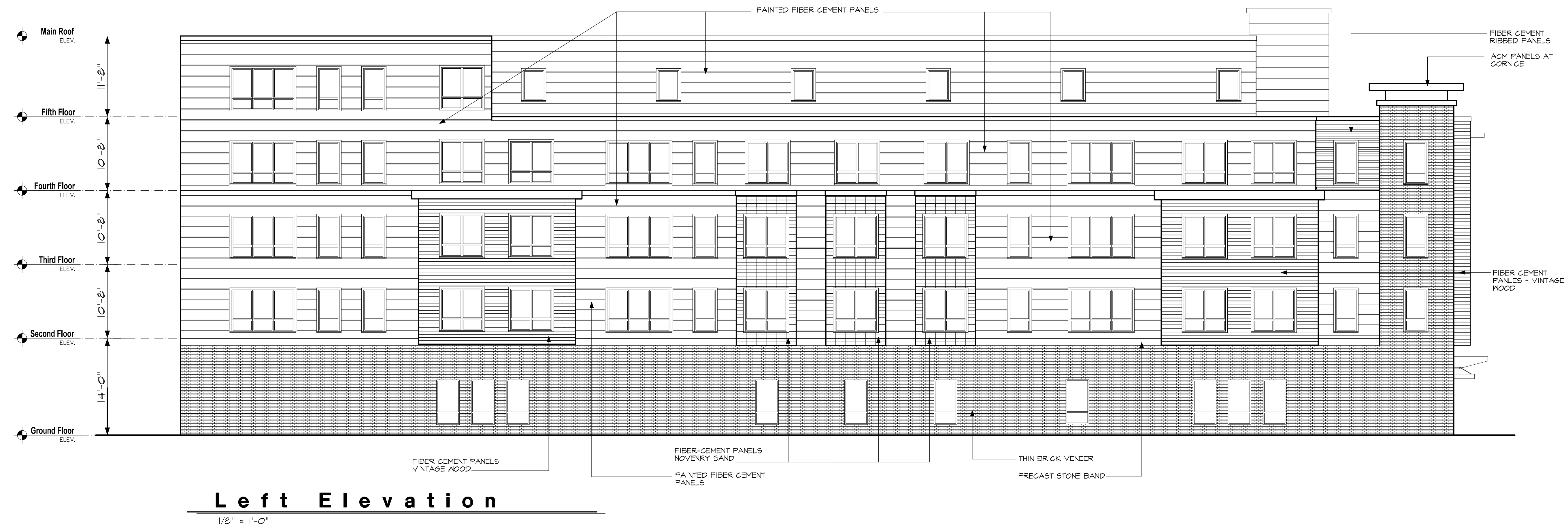
MARCH 29, 2022



SHEET •

**A2.1**





**HARRISON MULHERN ARCHITECTS**  
611 Main Street  
Winchester, MA 01890  
v. 781-729-3700 f. 781-729-3672  
email: cmulhern@hmarchitects.com

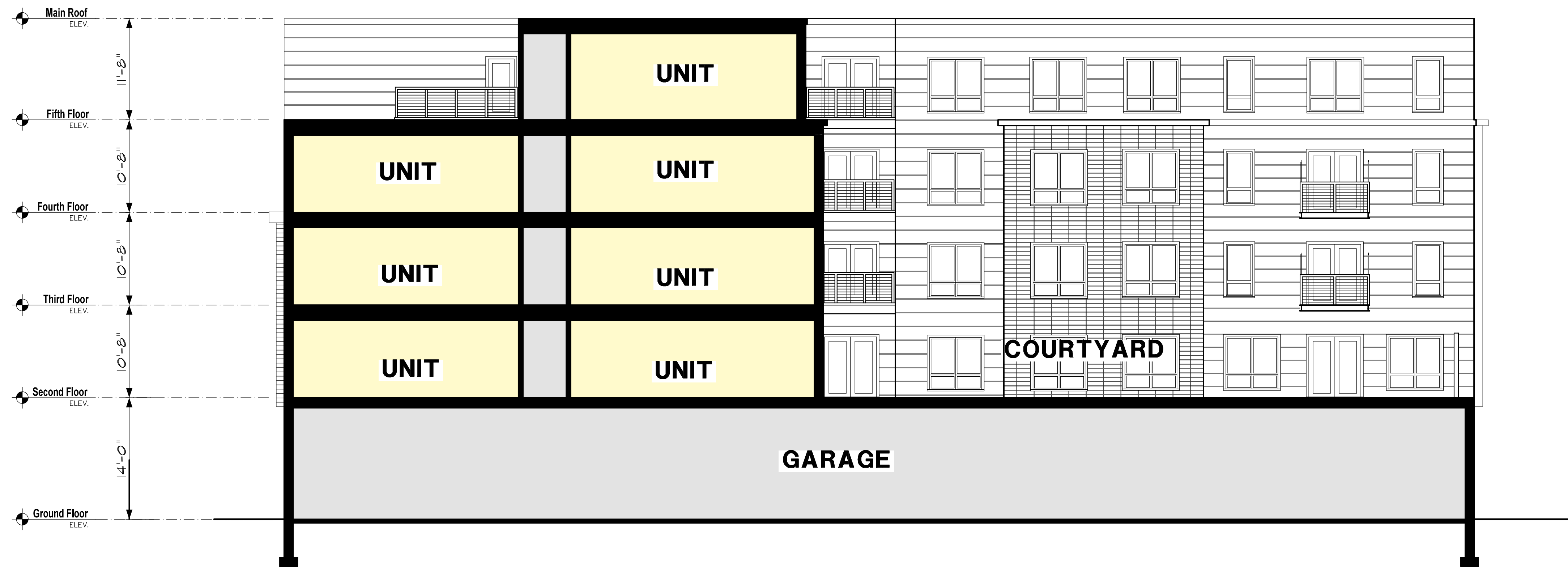
**MASS AVE. CONDOMINIUMS**  
1021-1025 MASSACHUSETTS AVENUE, ARLINGTON MA

MARCH 29, 2022



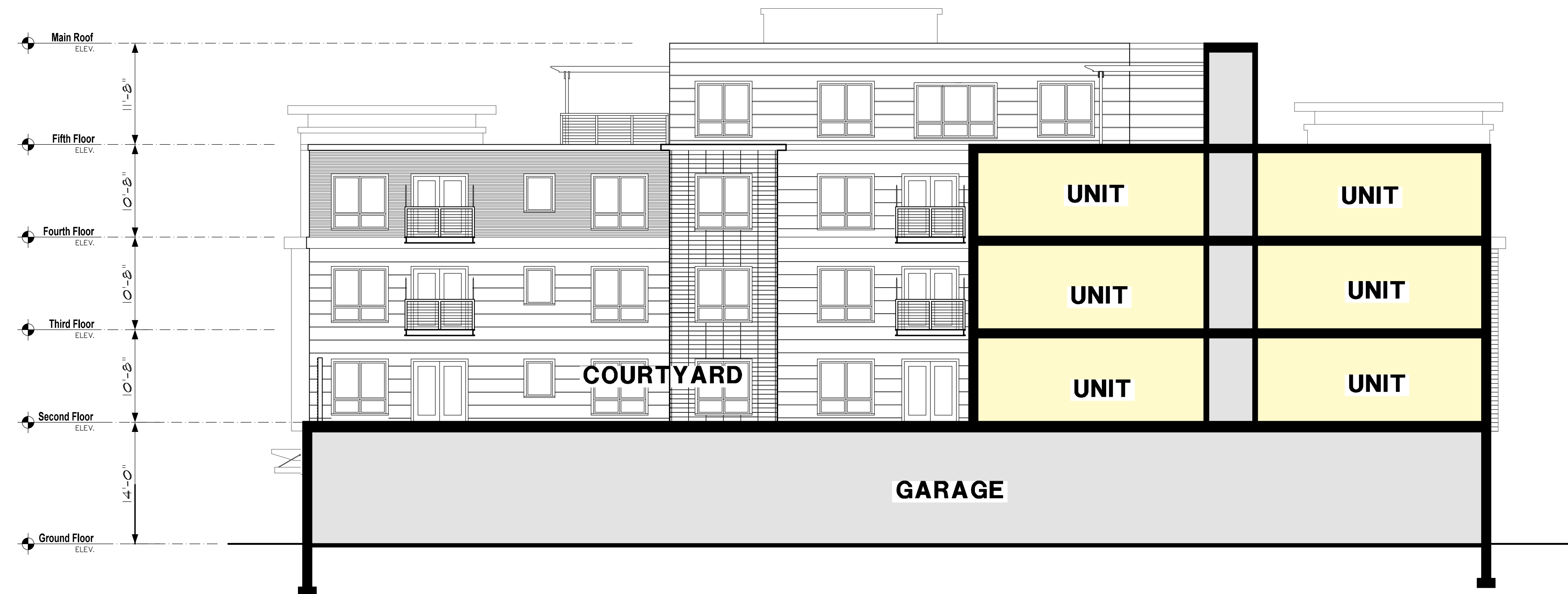
**SHEET #**  
**A2.2**





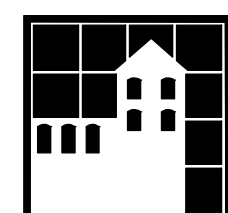
**Section / Elevation**

1/8" = 1'-0"



**Section / Elevation**

1/8" = 1'-0"



**HARRISON MULHERN ARCHITECTS**

611 Main Street  
Winchester, MA 01890  
v. 781-729-3700 f. 781-729-3672  
email: cmulhern@hmarchitects.com

**MASS AVE. CONDOMINIUMS**  
1021-1025 MASSACHUSETTS AVENUE, ARLINGTON MA

MARCH 29, 2022



**SHEET #**

**A2.3**







# Attachment 3.3

## Narrative Description of Design Approach



## 1021 Massachusetts Avenue

This project consists of four residential floors above a ground level housing Lobby, Retail, and Parking areas. This 'podium' style residential building is typical in this area in direct response to zoning and building code constraints. The residential floors have a C-shaped layout surrounding an open courtyard at the second level, maximizing daylighting and views for the residential units. Additional shared outdoor spaces are located at the setback areas of the fifth level.

The proposed building is sited on a section of Massachusetts Avenue featuring a mix of commercial and residential buildings from one to four stories in height. This building respects the established building line and enlivens the sidewalk with a modest retail plaza. Siting the building towards the street allows the development of an urban park space at the rear sloping down towards Mill Brook. The fifth floor is held back to reduce the height at the street and create additional outdoor living areas.

The elevation designs break down scale of the building with multi-layered planes and a variety of materials. The front divides into three tower-like forms highlighted with dark brick and punctuated with wood look projecting bays. Cantilevered sun shades at the third floor honor the scale of the older adjacent buildings, while the towers themselves are capped with deep profile metal cornices, creating an interesting profile against the sky.

The building features a dark brick base on all sides, with glass storefronts and garage door at the street. The upper stories are clad with brick, composite siding in a variety of colors and textures, curtainwall glazing, and tall operable windows. By breaking down the building scale with towers, bays, and canopies, and cladding with a combination of different materials, colors and textures, the building design enriches its neighborhood with a fresh modern design.



# Attachment 3.4

## Tabular Zoning Analysis



- Waiver for Multi-family Use
- Dimensional Waivers in Yellow:

**Dimensional requirements:**

Minimum Lot Area: 5,000 sf  
 Minimum Lot Area per Unit: N/A for mixed-use  
 Minimum Lot Frontage: 50 ft  
 Front Yard Setback: 20ft  
 Side Yard Setback: 10 ft  
 Rear Yard Setback: 20 ft  
 Landscaped Open Space (Section 5.3.21): <sup>1</sup> 10%  
 Usable Open Space (Section 5.3.21):<sup>2</sup> 20%  
 Maximum Lot Coverage: N/A  
 Maximum Height: 35 ft or 3 stories  
 Maximum FAR: .75

**Project specifications:**

~46,000 sf  
 N/A  
 ~ 160 feet  
 ~11.8 feet  
 ~8.7 feet  
 ~ 100 feet  
 > 10%  
 > 20%  
 N/A  
 61' 8" or 5 stories  
 ~ 2

- Waiver for Parking (1 space for unit)

---

<sup>1</sup> Landscaped Open Space is defined as "Open space designed and developed for pleasant appearance in trees, shrubs, ground covers and grass, including other landscaped elements such as natural features of the site, walks and terraces, and also including open areas accessible to and developed for the use of the occupants of the building located upon a roof not more than 10 feet above the level of the lowest story used for dwelling purposes."

<sup>2</sup> Usable Open Space is defined as "The part or parts of a lot designed and developed for outdoor use by the occupants of the lot for recreation, including swimming pools, tennis courts, or similar facilities, or for garden or for household service activities such as clothes drying; which space is at least 75% open to the sky, free of automotive traffic and parking, and readily accessible by all those for whom it is required. Such space may include open area accessible to and developed for the use of the occupants of the building, and located upon a roof not more than 10 feet above the level of the lowest story used for dwelling purposes. Open space shall be deemed usable only if at least 75% of the area has a grade of less than 8%, and no horizontal dimension is less than 25 feet. For newly constructed single-, two-family, and duplex dwellings with surface parking, no horizontal dimension shall be less than 20 feet."



# SITE CONTROL



**Application for Chapter 40B Project Eligibility / Site Approval**  
**for MassHousing-Financed and New England Fund (“NEF”) Homeownership Projects**

**Section 4: SITE CONTROL**



**Grantor/Seller:** 1021 Massachusetts Ave LLC

**Grantee/Buyer:** 1025 Mass Ave LLC

**Grantee/Buyer Type:** Applicant

**If Other, Explain:**

**Are the Parties Related?** No

**For Deeds or Ground Leases:**

**Date(s) of Deed(s) or Ground Leases(s):**

**Purchase Price:** \$2,195,000

**For Purchase and Sales Agreements or Option Agreements:**

**Date of Agreement:** 07/31/2021

**Expiration Date:** 08/01/2022

**Date of Extension** *(if extension granted):* 02/08/2022

**New Expiration Date** *(if extension granted):* 01/23/2023

**Purchase Price:** \$2,195,000

**Will any easements or rights of way over other properties be required in order to develop the site as proposed?:** No

**If Yes, Current Status of Easement:** Under Purchase and Sale Agreement

**Date(s) of Easements(s):**

**For Easements:**

**Date of Agreement:**

**Purchase Price:** 0.00

**For Easement Purchase and Sales Agreements or Easement Option Agreements:**

**Expiration Date:**

**Date of Extension** *(if extension granted):*

**New Expiration Date** *(if extension granted)*

**Purchase Price:** \$0



**Grantor/Seller:** Jonathan Nyberg & Sara Q. Dolan

**Grantee/Buyer:** 1025 Mass Ave LLC

**Grantee/Buyer Type:** Applicant

**If Other, Explain:**

**Are the Parties Related?** No

**For Deeds or Ground Leases:**

**Date(s) of Deed(s) or Ground Leases(s):**

**Purchase Price:** \$2,450,000

**For Purchase and Sales Agreements or Option Agreements:**

**Date of Agreement:** 07/31/2021

**Expiration Date:** 08/01/2022

**Date of Extension** *(if extension granted):* 02/09/2022

**New Expiration Date** *(if extension granted):* 01/23/2023

**Purchase Price:** \$2,450,000

**Will any easements or rights of way over other properties be required in order to develop the site as proposed?:** No

**If Yes, Current Status of Easement:** Under Purchase and Sale Agreement

**Date(s) of Easements(s):**

**For Easements:**

**Date of Agreement:**

**Purchase Price:** 0.00

**For Easement Purchase and Sales Agreements or Easement Option Agreements:**

**Expiration Date:**

**Date of Extension** *(if extension granted):*

**New Expiration Date** *(if extension granted)*

**Purchase Price:** \$0



# Attachments 4.1

Evidence of Site Control



## PURCHASE AND SALE AGREEMENT

As of the 31st day of July, 2021 (the "Execution Date")

**1. PARTIES AND MAILING ADDRESSES.** 1021 Massachusetts Avenue L.L.C., a Delaware limited liability company with a usual place of business at 1021 Massachusetts Avenue, Arlington, MA, hereinafter called Seller, agrees to SELL, and MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 or its nominee, hereinafter called Buyer, agrees to buy, upon the terms hereinafter set forth, the Premises referred to in paragraph 2 hereof.

**2. DESCRIPTION.** The real estate in Arlington, MA consisting of the land and buildings at 1021 Massachusetts Avenue described in Exhibit A attached hereto and hereby made a part hereof (the "Premises").

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES.** Included in the sale as a part of the Premises are the buildings, structures and improvements now thereon, any fixtures (hereinafter defined) belonging to Seller located on the Premises and used in connection therewith. For purposes hereof, "Fixtures" shall mean all fixtures situated on the Premises belonging to Seller and used in connection with the Premises.

**4. TITLE DEED.** The Premises are to be conveyed by a good and sufficient quitclaim deed, in the form attached hereto as Exhibit B, running to Buyer or Buyer's nominee designated by written notice to Seller given at least five (5) days prior to the time for performance hereof, and said deed shall convey a good and clear record and marketable title thereto, free from all encumbrances, except (the "Permitted Exceptions"):

- (a) Provisions of existing building and zoning laws;
- (b) Such real estate taxes, water and sewer charges as are not due and payable on the date for delivery of the deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) The matters described or referred to in Exhibit A attached hereto and hereby made a part hereof; and
- (e) Such other easements, restrictions, reservations and other matters of record, provided that they do not interfere with Buyer's intended development as provided in Section 26 (b) herein.



**5. PLANS.** Seller shall provide to Buyer copies of any surveys or other plans of the Premises in its possession.

**6. REGISTERED TITLE.** [Intentionally Omitted].

**7. PURCHASE PRICE.** The agreed purchase price for the Premises is Two Million One Hundred Ninety Five Thousand and 00/100 Dollars (\$2,195,000.00), of which One Hundred Thousand and 00/100 Dollars (\$100,000.00) has been paid as a deposit, and Two Million Ninety Five Thousand and 00/100 Dollars (\$2,095,000.00) is to be paid at the time for delivery of the deed by Fed Wire Transfer (transferring immediately available funds) to Seller at its address set forth above in accordance with instructions given by Seller, or by certified, cashier's, treasurer's or bank check(s) drawn on Boston Clearing House funds, payable to the order of Seller without intervening endorsement.

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED.** Such deed is to be delivered at Ten o'clock A.M. on August 1, 2022 (the "Closing Date") at the office of Seller's counsel, Bruce E. Linsky in Newton, Massachusetts or, at Buyer's election, exercisable by written notice to Seller given at least two (2) days prior to the Closing Date, at the offices of Buyer's lender's attorney located in Middlesex County, Massachusetts (the identity of Buyer's lender's attorney and the location of his offices to be specified in such notice), unless otherwise agreed upon in writing. Time is of the essence of this Agreement. Notwithstanding the foregoing, Buyer may notify the Seller in writing and the Closing Date shall be advanced and scheduled on the next business day that is seven (7) days after the date of Seller's receipt of such notice. If the Buyer shall not have obtained the Permits as set forth in Paragraph 26 (b) herein at least thirty (30) days prior to the Closing Date despite having used reasonable efforts, then the Buyer shall have the right to extend the Closing Date up to six (6) consecutive 30-day periods by written notice to Seller given prior to the Closing Date or the extended closing date, as the case may be. An additional \$5,000.00 from the deposit will become non-refundable (provided no Seller default), and released to the Seller, but applicable to the purchase price, for each of the one (1) month extensions so exercised.

**9. POSSESSION AND CONDITION OF PREMISES.** Full possession of the Premises, free and clear of all tenants and occupants is to be delivered at the time for delivery of the deed, in the same condition as they now are in, reasonable use and wear thereof excepted. Buyer shall be entitled personally to inspect the Premises within 24 hours prior to the Closing Date in order to determine whether the condition thereof complies with the terms of this paragraph.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time for delivery of the deed the Premises do not conform with the provisions hereof, Seller shall use reasonable efforts, not requiring the expenditure of more than Twenty Five Thousand Dollars (\$25,000.00) in the aggregate, to remove any defects in title, or to deliver possession as provided herein (except if the defect is the presence of a party in possession, in which event the obligations shall be to complete an eviction), or to make the Premises conform to the provisions hereof provided however, that no such monetary limit on expenditures shall apply or be counted with respect to any amounts necessary to discharge outstanding mortgages or other liens securing the payment of



money, of which the Seller has knowledge and the time for performance hereof and the Closing Date shall be extended for a period of thirty (30) days. Seller shall not be obligated to institute or prosecute any legal or other proceeding in connection with Seller's obligation to use reasonable efforts under this paragraph 10.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.** If at the expiration of the extended time pursuant to paragraph 10 hereof, Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, subject to the provisions of paragraph 42 hereof, and unless Buyer exercises its election under paragraph 12 hereof, the Deposit shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE.** Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the Premises in their then condition and to pay therefore the purchase price without deduction.

**13. ACCEPTANCE OF DEED.** The acceptance by Buyer or its nominee, as the case may be, of a deed to the Premises shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed, or which, pursuant to the express terms of this Agreement, are to survive delivery of the deed.

**14. USE OF MONEY TO CLEAR TITLE.** To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments other than institutional mortgage discharges so procured are recorded simultaneously with the delivery of said deed, or appropriate arrangement is made for their subsequent recording in accordance with customary local conveyancing practice.

**15. INSURANCE.** Intentionally omitted.

**16. ADJUSTMENTS.** With respect to the Premises, real estate taxes and water and sewer charges shall be apportioned and fuel value shall be adjusted as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by Buyer at the time of delivery of the deed. If the amount of any of the same shall not have been ascertained prior to the time for performance of this Agreement, such amount shall be estimated on the basis of the most current data then available, and the parties shall re-apportion such item after delivery of the deed when the appropriate data shall have been ascertained.



**17. DEPOSIT.** The Deposit made hereunder shall be held in escrow by Bruce E. Linsky, Attorney for the Seller (the "Escrow Agent"), subject to the terms of this Agreement, and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the Escrow Agent may retain the Deposit held by it under this Agreement pending instructions mutually given by Seller and Buyer or final order of a court of competent jurisdiction; provided, however, that upon demand made by Seller or Buyer for the Deposit, the Escrow Agent may commence an interpleader action and pay the Deposit into court in connection therewith. Upon the execution of this Agreement, the Deposit shall be deposited in a non interest bearing commercial bank account by the Escrow Agent. The Deposit shall be paid by the Escrow Agent to the party which, by the terms of this Agreement, shall be entitled thereto, forthwith at the time for delivery of the deed or upon any termination of this Agreement. The Deposit shall be credited against the purchase price for the Premises in the event that the conveyance contemplated hereunder is consummated pursuant to and in accordance with this Agreement. The parties shall each pay 50% of all fees, costs and expenses of the Escrow Agent.

Notwithstanding the foregoing and any other provisions in this Agreement to the contrary, if Buyer elects to terminate this Agreement pursuant to the provisions of Paragraph 23 or 26(b), the following portions of the Deposit shall be forfeited to Seller and the balance of the Deposit shall be returned to Buyer and such termination shall be without further recourse to the parties hereto. If this Agreement is not so terminated, each incremental amount of the Deposit forfeited to Seller shall be released to Seller at the corresponding termination date set forth below and shall be non-refundable (provided no Seller default),but shall be credited to Buyer against the Purchase Price at Closing.

<u><b>Termination Date</b></u>	<u><b>Return to Buyer</b></u>	<u><b>Forfeit to Seller</b></u>
Prior to expiration of Due Diligence Period	\$100,000	\$0
After expiration of Due Diligence Period	\$85,000.00	\$15,000.00
After February 15, 2022	\$75,000.00	\$25,000.00
After June 15, 2022	\$65,000.00	\$35,000.00

**18. DEFAULT; DAMAGES.** If Buyer shall fail to fulfill Buyer's agreements herein, the Deposit shall be paid by the Escrow Agent to Seller as liquidated damages. The Deposit is agreed upon by and between the Seller and the Buyer as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof. Subject to and without



derogating from or impairing in any way Seller's and Buyer's rights or obligations under the provisions of paragraphs 27, 28, 29, 39 and/or 41, hereof, a retention of the Deposit shall constitute Seller's sole and exclusive remedy for Buyer default under this Agreement and in particular its obligations to take title and complete the purchase of the Premises at the time for the performance of this Agreement.

In the event of Seller's willful breach of this Contract, including, including without limitation, the intentional failure to convey good and marketable title to the Property to the Buyer on the Closing Date subject only to the exceptions in accordance with the provisions of this Contract, then Buyer may as its exclusive remedies: (i) terminate this Agreement and recover the Deposit plus reimbursement of Buyer's documented out of pocket expenses for its due diligence, permitting and other necessary undertakings to procure entitlements in connection herewith, provided that such reimbursement obligation shall not exceed \$175,000.00 in the aggregate, or (ii) Buyer shall be entitled to seek to enforce specific performance of Seller's obligations hereunder; provided, that if the remedy of specific performance is not available as a result of any action taken by Seller, Buyer shall be entitled to terminate this Contract as provided in clause (i) and if Seller conveyed the property to a third party, Seller shall pay over to Buyer (A) any consideration received by Seller in excess of the Purchase Price under this Agreement.

**19. BROKER'S FEE; BROKER WARRANTY and BROKER AS PARTY.** A Broker's fee for professional services of two (2%) percent of the purchase price in accordance with a separate agreement between Seller and Metro Properties, the Seller's Broker herein, shall become due from Seller to the Seller's Broker herein if, as and when the conveyance contemplated hereunder is actually consummated, the deed recorded and the purchase price paid in full, and not otherwise and the Seller agrees to pay such brokerage fee on the Closing Date on this basis. A Broker's fee for professional services in accordance with a separate agreement between Buyer and Compass Real Estate, the Buyer's Broker herein, shall become due from Buyer to the Buyer's Broker herein if, as and when the conveyance contemplated hereunder is actually consummated, the deed recorded and the purchase price paid in full, and not otherwise and the Buyer agrees to pay such brokerage fee on the Closing Date on this basis. Buyer and Seller mutually represent to each other that they have not dealt with any other Broker other than Metro Properties and Compass Real Estate in regard to this Agreement or the purchase of the Premises. Seller and Buyer shall indemnify, exonerate and hold each other harmless from and against any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted as a result of conduct by or on behalf of the indemnifying party inconsistent with this warranty. The provisions of this paragraph 19 will survive consummation of the transfer contemplated hereunder and any termination of this Agreement.

The Brokers named herein, Metro Properties and Compass Real Estate, warrant that they and their respective brokers, including Brenda Malatesta and Albert Lynch, are duly licensed as such by the Commonwealth of Massachusetts.

The Brokers named herein join in this Agreement and become a party hereto, insofar as any provisions of this Agreement expressly apply to each of them, and to any amendments or modifications of such provisions to which the Brokers agree in writing.



**20. WARRANTIES AND REPRESENTATIONS.** Buyer acknowledges that Buyer has not been influenced to enter into this transaction, nor has Buyer relied upon any warranties or representations not expressly set forth, or expressly incorporated, in this Agreement.

**21. CONSTRUCTION OF AGREEMENT.** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and, subject to the provisions of paragraph 31 hereof, their respective successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

**22. DUE DILIGENCE PERIODS.** Buyer shall have until the (i) first business day that is forty five (45) days after the Execution Date to complete its due diligence investigations with respect to environmental matters and (ii) first business day that is ninety (90) days after the Execution Date to complete all other due diligence investigations with respect to the transaction contemplated hereunder (each such period being hereinafter referred to as the "Due Diligence Period"). During the applicable Due Diligence Period, and subject to the provisions of paragraph 28 hereof, Buyer shall review and investigate to its satisfaction in its sole discretion all matters relating to the transaction contemplated hereunder and the Premises which Buyer shall deem appropriate, including without limitation the physical condition of the Premises, utilities serving the Premises, permitting matters, title, boundaries, access, environmental matters including, without limitation hazardous waste and materials and contamination, use potential, and locations of structures, easements, utilities and roads. Buyer shall prosecute its due diligence investigations with diligence and on Seller's request therefor, shall keep Seller informed as to actions taken. The foregoing shall not limit or alter the time for the Buyer to satisfy the conditions in paragraph 26 of this Agreement, which shall be as therein provided.

**23. TERMINATION.** Buyer shall have the right in its sole discretion to terminate this Agreement, exercisable only by written notice given to Seller at any time within the applicable Due Diligence Period (i.e. 45 days for environmental matters and 90 days for all other matters) in which event the Deposit shall be refunded by the Escrow Agent to Buyer, pursuant to paragraph 17 and, subject to the provisions of paragraphs 17, 27, 28, 29, and 39 hereof, all obligations of the parties under this Agreement shall cease and this Agreement shall be void without recourse to the parties.

**24. DEALING WITH OTHER PARTIES.** Seller agrees that during the Due Diligence Period and while this Agreement is in force and effect and no default of the Buyer has occurred, Seller will refrain from actively marketing or offering the Premises for sale.

**25. PREMISES TO BE TRANSFERRED AS IS.** The Premises will be transferred to and accepted by Buyer in the condition required by paragraph 9 hereof and otherwise in its "AS IS" condition without warranty or representation of any kind, express or implied, except for the quitclaim covenants contained in the deed and the representations or covenants expressly made and to the extent expressly provided to



survive the deed in this Agreement. Without limiting the generality of the foregoing, Seller disclaims any warranty or representation, express or implied, concerning whether or not any oil, hazardous waste, hazardous substance, hazardous material or any other substances or materials, the use, storage, handling, transportation or disposal of which are regulated by any law, rule or regulation, are situated on or in the Premises, or concerning the suitability of the Premises or any of the same for Buyer's purposes. Buyer assumes any and all liability and risk with respect to such matters.

## **26. CONDITIONS.**

(a) Buyer has simultaneously entered into an agreement to purchase adjoining property at 1025-1027 Massachusetts Avenue in Arlington ("Adjoining Parcel") and Buyer's obligations under this Agreement are conditioned upon it simultaneously closing the purchase of the Adjoining Parcel by accepting and recording of the deed thereto, failing which the Deposit shall, subject to paragraphs 27, 28, 29 and 39, be returned to the Buyer, all obligations of the parties shall cease and this Agreement shall be void and without recourse to the parties.

(b) Seller will, at its sole cost, apply within ten (10) days of the Execution Date for a demolition permit and Buyer will upon the expiration of the Due Diligence Period, if this Agreement has not been terminated by Buyer as provided in Section 22 above, promptly undertake efforts to obtain all final permits, licenses and approvals necessary for Buyer's planned construction and development under M.G.L. Chapter 40B of a forty eight (48) unit multifamily residential apartment building on the Premises and the Adjoining Parcel with not more than twelve (12) of the units therein being designated below market rate units and thirty six (36) of the units being designated market rate ("Requisite Permits"). For purposes of this Agreement "final permits, licenses and approvals" shall mean permits, licenses and approvals which are not subject to appeal and are free of conditions which, either singly or in the aggregate, would impose additional expense on the Buyer in excess of One Hundred Thousand (100,000.00) and 00/100 Dollars. Seller agrees to cooperate therewith by providing necessary information in its possession, executing necessary documents and attending, by its agents, municipal meetings, for such applications provided there shall be no cost incurred by the Seller. If the Buyer is not able to obtain Requisite Permits for thirty six (36) market rate units no later than the Closing Date as such date may be extended as provided in Section 8 above ("Permitting Period"), the Buyer may, by written notice to the Seller during the Permitting Period terminate this Agreement whereupon the portion of the Deposit not being forfeited to Seller shall, subject to the provisions of paragraphs 17, 27, 28, 29 and 39, be returned to the Buyer, all obligations of the parties shall cease and this Agreement shall be void and without recourse to the parties.

**27. CONFIDENTIALITY.** Prior to delivery of the deed contemplated hereunder, any and all information, reports and documents delivered by Seller or its agents to Buyer (collectively the "Information") shall be deemed proprietary and confidential and shall be kept confidential by Buyer. The Information shall not be disseminated or disclosed by or on behalf of Buyer to third parties except as required by law or by a court of competent jurisdiction; provided, however, that Information may be disclosed to Buyer's employees, agents, investors, representatives, consultants, contractors lenders and others as necessary in connection with obtaining the Requisite Permits to the extent necessary or desirable in connection with Buyer's investigation and acquisition of the Premises, but only on the basis that Seller's information shall be kept confidential by such persons. The Information is being provided to Buyer as an accommodation only and is not intended as a substitute or supplement for or to Buyer's investigation of the Premises, and Seller disclaims any representations and warranties with respect



thereto. In the event of any termination of this Agreement, or if for any reason the transfer contemplated by this Agreement shall not be consummated on the Closing Date, as the same may be extended pursuant to this Agreement, Buyer shall promptly return all of the Information to Seller including Information provided to third parties by Buyer pursuant to this provision. The provisions of this paragraph 27 shall survive any termination of this Agreement for a period of one (1) year following the date of such termination. For purposes hereof, Information shall not be deemed to include information presently in the public domain or which is disclosed to Buyer by a source other than Seller, and Buyer shall not be responsible under this paragraph 27 for disclosure of Information by parties other than Buyer or any of its agents, investors, representative, servants, employees, consultants, contractors, lenders or others for whom Buyer is legally responsible, provided that such disclosure shall not have been made with Buyer's approval or made by an entity to whom or which Buyer shall have provided such Information without requesting that the confidentiality thereof be maintained.

**28. ACCESS.** During the Due Diligence Period, Seller shall allow Buyer and Buyer's agents, representatives, contractors, engineers and invitees (Buyer and Buyer's agents, representatives, contractors, engineers and invitees being hereinafter referred to collectively as "Permitted Parties", and singly as a "Permitted Party") access to the Premises at any reasonable times and from time to time for the purpose of inspecting, appraising, surveying and showing the same to prospective tenants, lenders, insurers, contractors and the like, and for the purpose of conducting such structural, geotechnical, environmental, or other physical assessments of the Premises as Buyer deems appropriate, all at Buyer's sole cost and expense (collectively, the "Assessments"). Buyer shall not cause or permit the imposition of any lien on the Premises as a result of or in connection with the exercise of Buyer's rights under this paragraph 28 or any other provision of this Agreement. In connection with any such Assessments of the Premises, Buyer shall have the right to cause such tests, borings and samples to be made and taken and such monitoring to be conducted as Buyer shall deem appropriate, subject, in the case of tests, borings and samples that might disturb any building or other improvement constituting part of the Premises, to Seller's approval of the locations of the same, which approval shall not unreasonably be withheld. Buyer shall use reasonable efforts to cause the Permitted Parties to avoid or minimize damage to the Premises. In the event that the Permitted Parties or any of them shall in any way damage or disturb the Premises and Buyer does not purchase the Premises, Buyer, at his sole cost and expense, shall restore the Premises to their condition prior to such damage or disturbance, promptly upon termination of this Agreement or Buyer's default, as the case may be. Further, Buyer shall hold Seller harmless and shall indemnify Seller for, from and against all loss, cost, damage, liability and expense, including legal costs and reasonable attorneys' fees, arising out of the exercise of Buyer's rights under this paragraph 28 or any entry upon the Premises by the Permitted Parties or any of them (but not from any hazardous materials found as a result of the tests, borings and samples hereinabove in this paragraph 28 referred to, the existence of which shall not have been attributable to any act or omission of Buyer or any of the Permitted Parties in any material respect or to any material extent), including without limitation all loss, cost, damage, liability and expense, including legal costs and reasonable attorneys' fees, resulting from damage or injury to person or Property occurring on the Premises during or in connection with such exercise or entry (but not if due to pre-existing hazardous materials). Buyer shall notify Seller of an intention to enter upon the Premises at least twenty-four (24) hours in advance of each entry onto the Premises by the Permitted Parties or any of them, and shall, if Seller so requests, allow Seller and/or its agents, representatives, contractors, engineers and invitees to accompany the Permitted Parties or any of them during such entry and shall reasonably accommodate Seller by scheduling such entry at times when Seller and/or its agents, representatives, contractors, engineers and invitees can accompany the



Permitted Parties or any of them if Seller so wishes. Buyer agrees to maintain, with insurance companies authorized to do business in Massachusetts, the insurance reasonably satisfactory to the Seller, and will deliver to Seller certificates of such insurance, in form and substance satisfactory to Seller, naming Seller as an additional insured, prior to any access or entry onto the Premises. All liability insurance shall provide "occurrence basis" coverage. Buyer's obligations under this paragraph shall survive consummation of the conveyance contemplated under this Agreement and any termination of this Agreement.

**29. RECORDING.** Buyer shall not record this Agreement or any notice thereof. In the event this Agreement or any notice thereof shall be recorded by Buyer, and if this Agreement shall not have been terminated prior to such recording, this Agreement, at Seller's option, and subject to the provisions of paragraphs 27, and 28, hereof, shall be void without recourse to the parties hereto, and the Escrow Agent shall pay over the Deposit to the Seller forthwith.

**30. NOTICES.** Any and all notices, demands or requests permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice or by such party's attorney on such party's behalf, and shall be delivered personally or sent by U.S. registered or certified mail or by overnight mail, in each case with postage or delivery charge, as the case may be, prepaid, return receipt requested, or transmitted by electronic mail with confirmation of transmission, all addressed as indicated below. Notice if hand delivered shall be deemed given on delivery. Notice if mailed as aforesaid shall be deemed given on the second (2nd) business day following the mailing date except for overnight deliveries which shall be deemed given on the first (1<sup>st</sup>) business day following the mailing date. Notice if sent by electronic mail transmissions shall be deemed given on receipt by the sender of confirmation of successful transmission.

To Seller:

Bruce E. Linsky, Attorney at Law  
1383 Washington Street, Suite 3  
Newton, MA 02465  
Facsimile: (781)235-3700  
Email: [bel@blinskylaw.com](mailto:bel@blinskylaw.com)

With copy to Edward Chaglassian  
Email: [echaglassian@jbgsmith.com](mailto:echaglassian@jbgsmith.com)  
5605 McLean Drive \_\_\_\_\_  
Bethesda, MD 20814 \_\_\_\_\_

To Buyer: Paul L. Feldman, Attorney at Law  
Davis, Malm & D'Agostine, P.C.  
One Boston Place



Boston, MA 02108  
Telephone: (617) 589-3831  
Email: [pfeldman@davismalm.com](mailto:pfeldman@davismalm.com)

With copy to:  
MAJ Investment LLC  
13 Wheeling Avenue  
Woburn, MA 01801  
Attn: Matthew P. Maggiore  
Phone: (781) 935-6100  
Email: [matt@maggiorecos.com](mailto:matt@maggiorecos.com)

**31. ASSIGNMENT OR NOMINATION OF PARTY TO TAKE TITLE.** Seller hereby consents to the designation by Buyer of a nominee, including a corporate or a limited liability company or partnership, of Buyer to take title to the Premises; provided, however, that Buyer named in this Agreement shall remain fully and primarily liable for the payment, performance and observance of all agreements, obligations, covenants and conditions on the part of Buyer under this Agreement to be paid, performed or observed, and any nominee shall be jointly and severally liable with Buyer named in this Agreement for the payment, performance and observance of all agreements, obligations, covenants and conditions on the part of Buyer under this Agreement to be paid, performed or observed. Except as provided above in this paragraph 31, Buyer shall not be entitled to assign this Agreement or nominate any person or other entity to take title to the Premises. Assignment of this Agreement to any person or entity or nomination of any person or entity to take title to the Premises, other than a nominee designated pursuant to the first sentence of this paragraph 31, shall be void, ab initio, unless Seller shall have given its prior written consent thereto, which consent may be withheld by Seller for any reason in Seller's sole and unrestricted discretion. Notwithstanding any such assignment or nomination, Buyer named herein shall remain fully and primarily liable for the payment, performance and observance of all agreements, obligations, covenants and conditions on the part of Buyer under this Agreement to be paid, performed or observed, and any assignee or nominee shall be jointly and severally liable with Buyer named in this Agreement for the payment, performance and observance of all agreements, obligations, covenants and conditions on the part of Buyer under this Agreement to be paid, performed or observed. For purposes hereof, a "nominee" of Buyer shall mean an entity partially owned or partially controlled by Buyer named in this Agreement.

**32. TITLE STANDARDS.** With respect to the conveyance of the Premises contemplated by this Agreement, any title matter which is the subject of a title standard of the Real Estate Bar Association of Massachusetts at the time for delivery of the deed shall be governed by said title standard to the extent applicable and not inconsistent with any provision of this Agreement.

**33. DRAFTING PARTY.** Buyer and Seller acknowledge that each of them and their counsel have had



an opportunity to review this Agreement and that this Agreement will not be construed against either party merely because its counsel has prepared it.

**34. CLOSING DELIVERIES.** Possession of the Premises shall be delivered to the Buyer on the Closing Date.

(a) As part of the Closing, Seller shall deliver to Buyer:

(i) a quitclaim deed in the form attached hereto as Exhibit B, conveying good and clear record and marketable fee title, subject to the Permitted Exceptions;

(ii) a reaffirmation of Seller's representations and warranties in the form attached hereto as Exhibit C;

(iii) a FIRPTA affidavit in the form attached hereto as Exhibit D;

(iv) an Owner's Affidavit in a form required by Buyer's title insurance company;

(v) any transfer document or certificate required by any applicable governing body to complete this transaction including without limitation, an IRS 1099S form;

(vi) subjected to the provisions of Paragraph 14 discharges, releases and terminations with respect to any mortgages, assignments, financing statements or other security documents with respect to the Premises or a payoff letter from the holder(s) of any such security document acceptable to Buyer and the Title Company;

(vii) appropriate evidence to establish the authority of the Seller and the persons signing on behalf of the Seller to enter into and close the transaction contemplated hereby; and

(viii) any other documents reasonably necessary to complete the transaction contemplated herein.

(b) At Closing, Buyer shall deliver to Seller, including without limitation the balance of the of the purchase price:

(i) executed counterparts of any documents provided for herein to which Buyer is a party;

(ii) appropriate evidence to establish the authority of Buyer and the person(s) signing on behalf of Buyer to enter into and close the transaction contemplated hereby; and



(iii) any other documents reasonably necessary to complete the transaction contemplated herein.

(c) At Closing, the parties shall jointly execute and deliver for the Premises:

(i) a closing statement; and

(ii) any other documents reasonably necessary to complete the transaction contemplated herein.

**35. SERVICE OF PROCESS.** With regard to any action related to this Agreement, service of process may be made upon Seller and Buyer by hand, certified mail, or overnight delivery, addressed to Seller or Buyer, as the case may be, at its or his address set forth in this Agreement, and the parties hereby agree to submit to the jurisdiction of any state or federal court located in the Commonwealth of Massachusetts, and the laws of the Commonwealth of Massachusetts.

**36. TIME OF ESSENCE.** Time is of the essence of this Agreement.

**37. TENANTS, OCCUPANTS, LEASES.** Intentionally Omitted

**38. NO BINDING AGREEMENT UNTIL SIGNED.** Neither party shall be under any obligation to the other party with respect to this Agreement or the Premises or any negotiations relating thereto, unless and until this Agreement shall have been executed by Buyer, Brokers and Seller, whereupon this Agreement shall constitute the entire agreement between the parties as to the Premises.

**39. STUDIES, ETC.** In the event that this Agreement shall be terminated, or if for any reason the transfer contemplated by this Agreement shall not be consummated on the date for delivery of the deed, then, forthwith upon such termination or such date, as the case may be, Buyer shall deliver to Seller true and complete copies of, and, to the extent Buyer is able lawfully to do so, shall assign good title to and deliver to Seller, free of the claims of any person or other entity other than Seller, all studies, surveys, reports, investigations, test results, information and the like relating to the Premises and obtained, generated or developed by or on behalf of Buyer (collectively the "Studies"). Without derogating from Buyer's obligation hereunder to deliver all of the Studies to Seller, such delivery shall be without warranty or representation as to the completeness or accuracy of the information set forth therein. The obligations of Buyer under this paragraph 39 shall survive any termination of this Agreement.

**40. WAIVER OF TITLE DEFECTS.** Notwithstanding anything in this Agreement to the contrary,



Buyer shall promptly undertake to obtain, at its sole cost, a commitment for an owner's policy of title insurance from a nationally recognized title insurance company (the "Title Commitment"). Seller's title to the Premises shall be deemed to meet the requirements of clause 4 hereof and to be free of matters that will interfere with Buyer's intended development, for all purposes, unless on or before that first business day that is thirty (30) days after the Execution Date written notice of a claimed defect therein is given to Seller as provided herein. Such notice shall specify any defects claimed in Seller's title and Buyer shall have rights with respect to defects in Seller's title only in respect to (a) defects in title existing as of the date of the Title Commitment which have been claimed in such notice and (b) defects in title arising thereafter. Buyer shall take the Premises subject to the Permitted Exceptions in paragraph 4 and any defects in title existing as of the date of the Title Commitment which have not been claimed in such notice.

#### **41. REPRESENTATIONS AND WARRANTIES.**

(a) Seller, to its knowledge, hereby warrants and represents to Buyer as follows:

(i) Seller has received no written notice from a governmental authority that the Premises are in violation of any laws or regulations applicable to the Premises where such violation is a continuing violation as of the Execution Date.

(ii) That the documents delivered to Buyer, if any, pursuant to this Agreement and/or prior to the execution and delivery of this Agreement are true and correct copies.

(iii) That, to Seller's knowledge, there are no pending or threatened condemnation actions of all or any portion of the Premises. The Premises is separately assessed for real estate tax purposes and not combined with any other Premises for such purposes.

(iv) That this Agreement has been, and all the documents to be delivered by Seller to Buyer at Closing will be, duly authorized, executed, and delivered by Seller, are or will be legal, valid, and binding obligations of Seller, will be sufficient at Closing to convey good and clear record and marketable fee title to Buyer, (subject to Permitted Exceptions, unless objected to as set forth in paragraph 40 above, and the provisions of this Agreement), are or will be at Closing enforceable in accordance with their respective terms, and do not and will not at Closing violate or constitute a default under any provisions of any agreement, contract, lease instrument, judgment or other document to which Seller is a party or by which the Premises is bound.

(v) That there are no actions, suits, or proceedings pending or to Seller's knowledge threatened relating to Seller or the Premises in any court or before any administrative agency which, if successful, would restrict or prevent the sale of the Premises or the continued operation of the Premises in the manner in which it is being operated and maintained as of the date hereof.



(vi) To Seller's knowledge, except as otherwise indicated in any of the Environmental Reports or in any environmental reports prepared for Buyer, the Premises is not in violation of any federal, state or local law, ordinance or regulation relating to environmental conditions, nor is there an existing condition at the Premises which requires immediate remediation. To Seller's knowledge, there are no underground storage tanks at the Premises except for tanks which have been closed in place in accordance with applicable law.

(vii) That Seller has not dealt with any broker or finder in connection with this transaction, except as set forth in this Agreement.

(viii) The Seller entity is validly existing under the laws of the State of Delaware, and has full power and authority to enter into this Agreement.

(ix) No labor has been performed or materials furnished at the request or direction of Seller that could result in a materialmen's lien being filed against the Premises, except as shall be fully paid or released prior to Closing or for which adequate provision for payment has been made.

(b) Buyer hereby represents and warrants to Seller as follows:

(i) That except as set forth in this Agreement it has not dealt with any broker or finder in connection with the transaction contemplated by this Agreement.

(ii) That this Agreement has been, and all the documents to be delivered by Buyer to Seller at Closing will be, duly authorized, executed, and delivered by Buyer, are or will be legal, valid, and binding obligations of Buyer, are or will be at Closing enforceable in accordance with their respective terms, and do not and will not at Closing violate any provisions of any agreement to which Buyer is a party.

(c) The continued accuracy in all material respects of the aforesaid representations and warranties of Seller shall be a condition precedent to Buyer's obligation to close. All representations and warranties contained in this Agreement shall be deemed remade as of the date of Closing and shall survive the Closing, for a period of six (6) months. Buyer shall have until the end of said six (6) month period to bring a claim for damages against Seller for any and all breaches of any of the representations and warranties contained herein, and Seller's liability for any and all breaches, in the aggregate, shall be limited to \$50,000.00, and, Buyer shall have no other recourse against Seller with respect to the representations and warranties. Notwithstanding the foregoing, Buyer shall not be entitled to recover for any breaches of any representations or warranties of any Seller hereunder unless and until the combined costs of such breaches exceeds \$25,000.00. If any of said representations and warranties shall not be materially correct at the time the same is made or as of the Closing, Buyer may terminate this Agreement and there shall be no further liability on the part of Seller or Buyer, except as set forth above.



In the event that Seller becomes aware that any of the representations and warranties are not correct (the "Misrepresentation"), Seller shall notify Buyer in writing promptly of such inaccuracy and Buyer shall, within the later of five (5) business days after receipt of said notification or the end of the Due Diligence Period, either (a) terminate this Agreement in which case Buyer shall receive the Deposit and this Agreement will terminate without liability on the part of Seller or Buyer or (b) notify Seller that Buyer intends to purchase the Premises notwithstanding the inaccuracy and to take the Premises with reduction in the Purchase Price to the extent of the decreased value of Premises due to the Misrepresentation. In the event Buyer fails to respond to Seller within said five (5) business day period, Buyer will be deemed to have terminated this Agreement. As used in this Agreement, the phrase "to Seller's knowledge" shall mean the actual, not constructive or imputed, knowledge of Edward Chaglassian, without any obligation on his part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or to examine any files, records, books, correspondence and the like.

**42. SURVIVING OBLIGATIONS; FURTHER AS TO DEPOSIT.** Notwithstanding anything to the contrary contained elsewhere in this Agreement, the following shall apply:

(a) The provisions of paragraphs 19, 28, and 41, hereof and this paragraph 42 shall survive delivery of the deed. The provisions of paragraphs 18, 19, 27, 28, 29, 31, 39 and 41 hereof and this paragraph 42 shall survive any termination of this Agreement.

(b) Any right of Buyer to a refund of the Deposit or any interest thereon pursuant to this Agreement shall be conditional upon the following requirements being satisfied at the time at which, pursuant to this Agreement, Buyer shall have become entitled to such refund, and at the time of payment thereof or of the portion thereof to which Buyer shall have become entitled: (i) this Agreement shall not have been recorded, and no notice of this Agreement shall have been recorded, by or on behalf of Buyer, and (ii) Buyer shall have complied with the provisions of paragraphs 17 (last sentence) hereof and all obligations of Buyer to the Escrow Agent theretofore accrued shall have been satisfied. Nothing herein shall be deemed to derogate from Buyer's obligations under the provisions of paragraphs 27, 28, 29 and 41 hereof. In the event that Buyer shall become entitled to a refund of the Deposit or any interest thereon, Seller shall so instruct the Escrow Agent.

(c) In the event that Buyer shall become entitled, pursuant to this Agreement, to a refund of the Deposit or any part thereof or any interest earned thereon, and in the further event that, at the time at which, pursuant to this Agreement, Buyer shall have become entitled to a refund of the Deposit or any part thereof or any interest thereon, or at the time of payment thereof or of the portion thereof to which Buyer shall have become entitled, there shall have accrued any liability on the part of Buyer under the provisions of paragraphs 17, 27, 28, 29 and 41 hereof, then, to the extent that such liability shall be liquidated as to amount (the "Liquidated Liability"), such portion of the Deposit and interest earned thereon as is equal to the amount, if any, by which the sum of such of the Deposit and interest earned thereon to which Buyer is entitled, exceeds the Liquidated Liability, shall be refunded by the Escrow Agent to Buyer, and the balance of the sum of the Deposit and interest earned thereon shall be paid over to Seller, free of all claims of Buyer. All such liability of Buyer that does not then constitute all or part of Liquidated Liability shall continue unaffected by disposition of the Deposit and interest thereon as aforesaid.



(d) No payment to Seller pursuant to the foregoing provisions of this paragraph 42 shall be deemed to satisfy, other than pro tanto, obligations of Buyer that shall have accrued under the provisions of paragraphs 17, 27, 28, 29 and 41 hereof, as of the time of such payment, or to preclude further accrual, after such payment, or after termination of this Agreement, of obligations on the part of Buyer thereunder or under any of the same.

**43. LIKE KIND EXCHANGE.** The Buyer has been advised that the Seller may qualify this transaction as a tax-deferred exchange under [Section 1031 of the Internal Revenue Code](#). The Buyer shall cooperate with the Seller in implementing such exchange, including, but not limited to, the Buyer's consenting to the Seller's assignment of this Agreement to a so-called "Intermediary" and the execution of any other document that the Seller or Intermediary shall reasonably require; provided, however, that (a) the Buyer incurs no additional liability or expense as a result of executing such document, and (b) the Closing shall not be delayed or affected by reasons of any such exchange nor shall the consummation of such an exchange be a condition precedent of the Seller's obligation under this Agreement. Notwithstanding anything contained in any such assignment, the Buyer shall not by execution of this Agreement or acquiescence to any such exchange (i) have its rights under this Agreement affected or diminished in any manner; (ii) be required to undertake any obligations of third parties; or (iii) be responsible for compliance nor be deemed to have warranted to the Seller whether such exchange in fact complies with [Section 1031 of the Internal Revenue Code](#), as amended. In any event, any assignment by the Seller shall not in any way release the Seller from its obligations under this Agreement and the Seller shall reaffirm the same at Buyer's request.

[signature page follows]



Executed under seal as of the 31st day of July, 2021

SELLER:

1021 Massachusetts Avenue L.L.C.

DocuSigned by:  
By: Edward Chaglassian  
A076929429F9425...  
Edward Chaglassian  
hereunto duly authorized

BUYER:

MAJ Investment LLC

DocuSigned by:  
By: Matthew P. Maggiore  
B45F37B5BE0046C...  
Matthew P. Maggiore, MAJ Investment LLC

ESCROW AGENT:

Bruce E. Linsky, Escrow Agent under the foregoing purchase and sale agreement, hereby acknowledges having received the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as the Deposit thereunder, and agrees to hold and dispose of the same and the interest earned thereon in accordance with the terms of said purchase and sale agreement.

Metro Properties

DocuSigned by:  
By: Brenda Malatesta  
E0DDEECB8C0242B...

Compass Real Estate

DocuSigned by:  
By: Albert Lynch  
5DD7A9DFE9244A5...



**LIST OF EXHIBITS**

**EXHIBIT A                      PROPERTY DESCRIPTION**

**EXHIBIT B                      QUITCLAIM DEED**

**EXHIBIT C                      REAFFIRMATION OF SELLER'S REPRESENTATIONS**

**EXHIBIT D                      FIRPTA**



## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

**eginning at the westerly corner of the premises on Massachusetts Avenue, formerly Arlington Avenue, at Lot 6 on the plan hereinafter named; Thence running northeasterly by said Lot 6, three hundred nineteen (319) feet to the water edge of Mill Pond; Thence in a southerly direction by the water edge, one hundred fifty one (151) feet to Lot 4 on said plan; Thence southwesterly on said Lot 4, two hundred eight (208) feet to Massachusetts Avenue; Thence northwesterly on said Massachusetts Avenue, eighty (80) feet to the point of beginning.**

**Containing 21,565 square feet of land, more or less, according to said plan.**

**Being Lot 5 on No.2 Plan of Land of Walter Fletcher surveyed by Samuel Sage in 1864.**



**EXHIBIT B**

**QUITCLAIM DEED**



## EXHIBIT C

### REAFFIRMATION OF REPRESENTATIONS AND WARRANTIES

The undersigned hereby certifies to \_\_\_\_\_ (“Buyer”), on and as of the date set forth below that all representations and warranties contained in Section 41 of that certain Agreement of Purchase and Sale, by and between \_\_\_\_\_ and Buyer are true and correct in all material respects on and as of the date set forth below.

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Seller:

\_\_\_\_\_

## EXHIBIT D

### FIRPTA

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by [\_\_\_\_\_] ("Seller"), Seller hereby certifies the following:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller's U.S. employer identification number is \_\_\_\_\_; and
3. Seller's principal place of business is \_\_\_\_\_.

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Seller:

\_\_\_\_\_



## PURCHASE AND SALE AGREEMENT

As of the 31<sup>st</sup> day of July, 2021 (the "Execution Date")

**1. PARTIES AND MAILING ADDRESSES.** Jonathan Nyberg and Sara Q. Dolan of 30 Lake Shore Drive, Arlington, Massachusetts, hereinafter called Seller, agrees to SELL, and MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 or its nominee, hereinafter called Buyer, agrees to buy, upon the terms hereinafter set forth, the Premises referred to in paragraph 2 hereof.

**2. DESCRIPTION.** The real estate in Arlington, MA consisting of the land and buildings at 1025-1027 Massachusetts Avenue described in Exhibit A attached hereto and hereby made a part hereof (the "Premises").

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES.** Included in the sale as a part of the Premises are the buildings, structures and improvements now thereon, any fixtures (hereinafter defined) belonging to Seller located on the Premises and used in connection therewith. For purposes hereof, "Fixtures" shall mean all fixtures situated on the Premises belonging to Seller and used in connection with the Premises.

**4. TITLE DEED.** The Premises are to be conveyed by a good and sufficient quitclaim deed, in the form attached hereto as Exhibit B, running to Buyer or Buyer's nominee designated by written notice to Seller given at least five (5) days prior to the time for performance hereof, and said deed shall convey a good and clear record and marketable title thereto, free from all encumbrances, except (the "Permitted Exceptions"):

(a) Provisions of existing building and zoning laws;

(b) Such real estate taxes, water and sewer charges as are not due and payable on the date for delivery of the deed;

(c) Any liens for municipal betterments assessed after the date of this Agreement;

(d) The matters described or referred to in Exhibit A attached hereto and hereby made a part hereof; and

(e) Such other easements, restrictions, reservations and other matters of record, provided that they do not interfere with Buyer's intended development as provided in Section 26 (b) herein.

**5. PLANS.** Seller shall provide to Buyer copies of any surveys or other plans of the Premises in its

possession.

**6. REGISTERED TITLE.** [Intentionally Omitted].

**7. PURCHASE PRICE.** The agreed purchase price for the Premises is Two Million Four Hundred Fifty Thousand and 00/100 Dollars (\$2,450,000.00), of which One Hundred Thousand and 00/100 Dollars (\$100,000.00) has been paid as a deposit, and Two Million Three Hundred Fifty Thousand and 00/100 Dollars (\$2,350,000.00) is to be paid at the time for delivery of the deed by Fed Wire Transfer (transferring immediately available funds) to Seller at its address set forth above in accordance with instructions given by Seller, or by certified, cashier's, treasurer's or bank check(s) drawn on Boston Clearing House funds, payable to the order of Seller without intervening endorsement.

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED.** Such deed is to be delivered at One o'clock P.M. on August 1, 2022 (the "Closing Date") at the office of Seller's counsel, Robert J. Annese in Arlington, Massachusetts or, at Buyer's election, exercisable by written notice to Seller given at least two (2) days prior to the Closing Date, at the offices of Buyer's lender's attorney located in Middlesex County, Massachusetts (the identity of Buyer's lender's attorney and the location of his offices to be specified in such notice), unless otherwise agreed upon in writing. Time is of the essence of this Agreement. Notwithstanding the foregoing, Buyer may notify the Seller in writing and the Closing Date shall be advanced and scheduled on the next business day that is seven (7) days after the date of Seller's receipt of such notice. If the Buyer shall not have obtained the Permits as set forth in Paragraph 26 (b) herein at least thirty (30) days prior to the Closing Date despite having used reasonable efforts, then the Buyer shall have the right to extend the Closing Date up to six (6) consecutive 30-day periods by written notice to Seller given prior to the Closing Date or the extended closing date, as the case may be. An additional \$5,000.00 from the deposit will become non-refundable (provided no Seller default), but applicable to the purchase price, for each of the one (1) month extensions so exercised.

**9. POSSESSION AND CONDITION OF PREMISES.** Full possession of the Premises, free and clear of all tenants and occupants is to be delivered at the time for delivery of the deed, in the same condition as they now are in, reasonable use and wear thereof excepted. Buyer shall be entitled personally to inspect the Premises within 24 hours prior to the Closing Date in order to determine whether the condition thereof complies with the terms of this paragraph.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time for delivery of the deed the Premises do not conform with the provisions hereof, Seller shall use reasonable efforts, not requiring the expenditure of more than Five Thousand Dollars (\$25,000.00) in the aggregate, to remove any defects in title, or to deliver possession as provided herein (except if the defect is the presence of a party in possession, in which event the obligations shall be to complete an eviction), or to make the Premises conform to the provisions hereof provided however, that no such monetary limit on expenditures shall apply or be counted with respect to any amounts necessary to discharge outstanding mortgages or other liens securing the payment of money, of



which the Seller has knowledge and the time for performance hereof and the Closing Date shall be extended for a period of thirty (30) days. Seller shall not be obligated to institute or prosecute any legal or other proceeding in connection with Seller's obligation to use reasonable efforts under this paragraph 10.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.** If at the expiration of the extended time pursuant to paragraph 10 hereof, Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, subject to the provisions of paragraph 42 hereof, and unless Buyer exercises its election under paragraph 12 hereof, the Deposit shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE.** Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the Premises in their then condition and to pay therefore the purchase price without deduction.

**13. ACCEPTANCE OF DEED.** The acceptance by Buyer or its nominee, as the case may be, of a deed to the Premises shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed, or which, pursuant to the express terms of this Agreement, are to survive delivery of the deed.

**14. USE OF MONEY TO CLEAR TITLE.** To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments other than institutional mortgage discharges so procured are recorded simultaneously with the delivery of said deed, or appropriate arrangement is made for their subsequent recording in accordance with customary local conveyancing practice.

**15. INSURANCE.** As presently insured.

**16. ADJUSTMENTS.** With respect to the Premises, real estate taxes and water and sewer charges shall be apportioned and fuel value shall be adjusted as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by Buyer at the time of delivery of the deed. If the amount of any of the same shall not have been ascertained prior to the time for performance of this Agreement, such amount shall be estimated on the basis of the most current data then available, and the parties shall re-apportion such item after delivery of the deed when the appropriate data shall have been ascertained.

**17. DEPOSIT.** The Deposit made hereunder shall be held in escrow by Robert J. Annese, Attorney for the Seller (the "Escrow Agent"), subject to the terms of this Agreement, and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the Escrow Agent may retain the Deposit held by it under this Agreement pending instructions mutually given by Seller and Buyer or final order of a court of competent jurisdiction; provided, however, that upon demand made by Seller or Buyer for the Deposit, the Escrow Agent may commence an interpleader action and pay the Deposit into court in connection therewith. Upon the execution of this Agreement, the Deposit shall be deposited in a non interest bearing commercial bank account by the Escrow Agent. The Deposit shall be paid by the Escrow Agent to the party which, by the terms of this Agreement, shall be entitled thereto, forthwith at the time for delivery of the deed or upon any termination of this Agreement. The Deposit shall be credited against the purchase price for the Premises in the event that the conveyance contemplated hereunder is consummated pursuant to and in accordance with this Agreement. The parties shall each pay 50% of all fees, costs and expenses of the Escrow Agent.

Notwithstanding the foregoing and any other provisions in this Agreement to the contrary, if Buyer elects to terminate this Agreement pursuant to the provisions of Paragraph 23 or 26(b), the following portions of the Deposit shall be forfeited to Seller and the balance of the Deposit shall be returned to Buyer and such termination shall be without further recourse to the parties hereto.

<u><b>Termination Date</b></u>	<u><b>Return to Buyer</b></u>	<u><b>Forfeit to Seller</b></u>
Prior to expiration of Due Diligence Period	\$100,000	\$0
After expiration of Due Diligence Period	\$85,000.00	\$15,000.00
After February 15, 2022	\$75,000.00	\$25,000.00
After June 15, 2022	\$65,000.00	\$35,000.00

**18. DEFAULT; DAMAGES.** If Buyer shall fail to fulfill Buyer's agreements herein, the Deposit shall be paid by the Escrow Agent to Seller as liquidated damages. The Deposit is agreed upon by and between the Seller and the Buyer as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof. Subject to and without derogating from or impairing in any way Seller's and Buyer's rights or obligations under the provisions of paragraphs 27, 28, 29, 39 and/or 41, hereof, a retention of the Deposit shall constitute Seller's sole



and exclusive remedy for Buyer default under this Agreement and in particular its obligations to take title and complete the purchase of the Premises at the time for the performance of this Agreement.

In the event Seller defaults under this Contract, including, including without limitation, the obligation to convey good and marketable title to the Property to the Buyer on the Closing Date subject only to the exceptions in accordance with the provisions of this Contract, then Buyer may as its exclusive remedies: (i) terminate this Agreement and recover the Deposit plus reimbursement of Buyer's out of pocket expenses for its due diligence, permitting and other undertakings to procure entitlements in connection herewith, provided that such reimbursement obligation shall not exceed \$250,000.00 in the aggregate, or (ii) Buyer shall be entitled to seek to enforce specific performance of Seller's obligations hereunder; provided, that if the remedy of specific performance is not available as a result of any action taken by Seller, Buyer shall be entitled to terminate this Contract as provided in clause (i) and if Seller conveyed the property to a third party, Seller shall pay over to Buyer (A) any consideration received by Seller in excess of the Purchase Price under this Agreement.

**19. BROKER'S FEE; BROKER WARRANTY and BROKER AS PARTY.** A Broker's fee for professional services in accordance with a separate agreement between Seller and Metro Properties, the Seller's Broker herein, shall become due from Seller to the Seller's Broker herein if, as and when the conveyance contemplated hereunder is actually consummated, the deed recorded and the purchase price paid in full, and not otherwise and the Seller agrees to pay such brokerage fee on the Closing Date on this basis. A Broker's fee for professional services in accordance with a separate agreement between Buyer and Compass Real Estate, the Buyer's Broker herein, shall become due from Buyer to the Buyer's Broker herein if, as and when the conveyance contemplated hereunder is actually consummated, the deed recorded and the purchase price paid in full, and not otherwise and the Buyer agrees to pay such brokerage fee on the Closing Date on this basis. Buyer and Seller mutually represent to each other that they have not dealt with any other Broker other than Metro Properties and Compass Real Estate in regard to this Agreement or the purchase of the Premises. Seller and Buyer shall indemnify, exonerate and hold each other harmless from and against any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted as a result of conduct by or on behalf of the indemnifying party inconsistent with this warranty. The provisions of this paragraph 19 will survive consummation of the transfer contemplated hereunder and any termination of this Agreement.

The Brokers named herein, Metro Properties and Compass Real Estate, warrant that they and their respective brokers, including Brenda Malatesta and Albert Lynch, are duly licensed as such by the Commonwealth of Massachusetts.

The Brokers named herein join in this Agreement and become a party hereto, insofar as any provisions of this Agreement expressly apply to each of them, and to any amendments or modifications of such provisions to which the Brokers agree in writing.

**20. WARRANTIES AND REPRESENTATIONS.** Buyer acknowledges that Buyer has not been influenced to enter into this transaction, nor has Buyer relied upon any warranties or representations not expressly set forth, or expressly incorporated, in this Agreement.

**21. CONSTRUCTION OF AGREEMENT.** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and, subject to the provisions of paragraph 31 hereof, their respective successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

**22. DUE DILIGENCE PERIODS.** Buyer shall have until the (i) first business day that is forty five (45) days after the Execution Date to complete its due diligence investigations with respect to environmental matters and (ii) first business day that is ninety (90) days after the Execution Date to complete all other due diligence investigations with respect to the transaction contemplated hereunder (each such period being hereinafter referred to as the "Due Diligence Period"). During the applicable Due Diligence Period, and subject to the provisions of paragraph 28 hereof, Buyer shall review and investigate to its satisfaction in its sole discretion all matters relating to the transaction contemplated hereunder and the Premises which Buyer shall deem appropriate, including without limitation the physical condition of the Premises, utilities serving the Premises, permitting matters, title, boundaries, access, environmental matters including, without limitation hazardous waste and materials and contamination, use potential, and locations of structures, easements, utilities and roads. Buyer shall prosecute its due diligence investigations with diligence and on Seller's request therefor, shall keep Seller informed as to actions taken. The foregoing shall not limit or alter the time for the Buyer to satisfy the conditions in paragraph 26 of this Agreement, which shall be as therein provided.

**23. TERMINATION.** Buyer shall have the right in its sole discretion to terminate this Agreement, exercisable only by written notice given to Seller at any time within the applicable Due Diligence Period (i.e. 45 days for environmental matters and 90 days for all other matters) in which event the Deposit shall be refunded by the Escrow Agent to Buyer, pursuant to paragraph 17 and, subject to the provisions of paragraphs 17, 27, 28, 29, and 39 hereof, all obligations of the parties under this Agreement shall cease and this Agreement shall be void without recourse to the parties.

**24. DEALING WITH OTHER PARTIES.** Seller agrees that during the Due Diligence Period and while this Agreement is in force and effect and no default of the Buyer has occurred, Seller will refrain from actively marketing or offering the Premises for sale.

**25. PREMISES TO BE TRANSFERRED AS IS.** The Premises will be transferred to and accepted by Buyer in the condition required by paragraph 9 hereof and otherwise in its "AS IS" condition without warranty or representation of any kind, express or implied, except for the quitclaim covenants contained in the deed and the representations or covenants expressly made and to the extent expressly provided to survive the deed in this Agreement. Without limiting the generality of the foregoing, Seller disclaims any warranty or representation, express or implied, concerning whether or not any oil, hazardous waste, hazardous substance, hazardous material or any other substances or materials, the use, storage, handling, transportation or disposal of which are regulated by any law, rule or regulation, are situated on or in the Premises, or concerning the suitability of the Premises or any of the same for Buyer's purposes. Buyer



assumes any and all liability and risk with respect to such matters.

## **26. CONDITIONS.**

(a) Buyer has simultaneously entered into an agreement to purchase adjoining property at 1021 Massachusetts Avenue in Arlington ("Adjoining Parcel") and Buyer's obligations under this Agreement are conditioned upon it simultaneously closing the purchase of the Adjoining Parcel by accepting and recording of the deed thereto, failing which the Deposit shall, subject to paragraphs 27, 28, 29 and 39, be returned to the Buyer, all obligations of the parties shall cease and this Agreement shall be void and without recourse to the parties.

(b) Seller will, at its sole cost, apply within ten (10) days of the Execution Date for a demolition permit and Buyer will upon the expiration of the Due Diligence Period, if this Agreement has not been terminated by Buyer as provided in Section 22 above, promptly undertake efforts to obtain all final permits, licenses and approvals necessary for Buyer's planned construction and development under M.G.L. Chapter 40B of a forty eight (48) unit multifamily residential apartment building on the Premises and the Adjoining Parcel with not more than twelve (12) of the units therein being designated below market rate units and thirty eight (36) of the units being designated market rate ("Requisite Permits"). For purposes of this Agreement "final permits, licenses and approvals" shall mean permits, licenses and approvals which are not subject to appeal and are free of conditions which, either singly or in the aggregate, would impose additional expense on the Buyer in excess of One Hundred Thousand (100,000.00) and 00/100 Dollars. Seller agrees to cooperate therewith by providing necessary information in its possession, executing necessary documents and attending, by its agents, municipal meetings, for such applications provided there shall be no cost incurred by the Seller. If the Buyer is not able to obtain Requisite Permits for thirty six (36) market rate units no later than the Closing Date as such date may be extended as provided in Section 8 above ("Permitting Period"), the Buyer may, by written notice to the Seller during the Permitting Period terminate this Agreement whereupon the portion of the Deposit not being forfeited to Seller shall, subject to the provisions of paragraphs 17, 27, 28, 29 and 39, be returned to the Buyer, all obligations of the parties shall cease and this Agreement shall be void and without recourse to the parties.

**27. CONFIDENTIALITY.** Prior to delivery of the deed contemplated hereunder, any and all information, reports and documents delivered by Seller or its agents to Buyer (collectively the "Information") shall be deemed proprietary and confidential and shall be kept confidential by Buyer. The Information shall not be disseminated or disclosed by or on behalf of Buyer to third parties except as required by law or by a court of competent jurisdiction; provided, however, that Information may be disclosed to Buyer's employees, agents, investors, representatives, consultants, contractors, lenders and others as necessary in connection with obtaining the Requisite Permits to the extent necessary or desirable in connection with Buyer's investigation permitting, and acquisition of the Premises, but only on the basis that Seller's information shall be kept confidential by such persons. The Information is being provided to Buyer as an accommodation only and is not intended as a substitute or supplement for or to Buyer's investigation of the Premises, and Seller disclaims any representations and warranties with respect thereto. In the event of any termination of this Agreement, or if for any reason the transfer contemplated by this Agreement shall not be consummated on the Closing Date, as the same may be extended pursuant to this Agreement, Buyer shall promptly return all of the Information to Seller including Information provided to third parties by Buyer pursuant to this provision. The provisions of this paragraph 27 shall survive any termination of this Agreement for a period of one (1) year following

the date of such termination. For purposes hereof, Information shall not be deemed to include information presently in the public domain or which is disclosed to Buyer by a source other than Seller, and Buyer shall not be responsible under this paragraph 27 for disclosure of Information by parties other than Buyer or any of its agents, investors, representative, servants, employees, consultants, contractors, lenders or others for whom Buyer is legally responsible, provided that such disclosure shall not have been made with Buyer's approval or made by an entity to whom or which Buyer shall have provided such Information without requesting that the confidentiality thereof be maintained.

**28. ACCESS.** During the Due Diligence Period, Seller shall allow Buyer and Buyer's agents, representatives, contractors, engineers and invitees (Buyer and Buyer's agents, representatives, contractors, engineers and invitees being hereinafter referred to collectively as "Permitted Parties", and singly as a "Permitted Party") access to the Premises at any reasonable times and from time to time for the purpose of inspecting, appraising, surveying and showing the same to prospective tenants, lenders, insurers, contractors and the like, and for the purpose of conducting such structural, geotechnical, environmental, or other physical assessments of the Premises as Buyer deems appropriate, all at Buyer's sole cost and expense (collectively, the "Assessments"). Buyer shall not cause or permit the imposition of any lien on the Premises as a result of or in connection with the exercise of Buyer's rights under this paragraph 28 or any other provision of this Agreement. In connection with any such Assessments of the Premises, Buyer shall have the right to cause such tests, borings and samples to be made and taken and such monitoring to be conducted as Buyer shall deem appropriate, subject, in the case of tests, borings and samples that might disturb any building or other improvement constituting part of the Premises, to Seller's approval of the locations of the same, which approval shall not unreasonably be withheld. Buyer shall use reasonable efforts to cause the Permitted Parties to avoid or minimize damage to the Premises. In the event that the Permitted Parties or any of them shall in any way damage or disturb the Premises and Buyer does not purchase the Premises, Buyer, at his sole cost and expense, shall restore the Premises to their condition prior to such damage or disturbance, promptly upon termination of this Agreement or Buyer's default, as the case may be. Further, Buyer shall hold Seller harmless and shall indemnify Seller for, from and against all loss, cost, damage, liability and expense, including legal costs and reasonable attorneys' fees, arising out of the exercise of Buyer's rights under this paragraph 28 or any entry upon the Premises by the Permitted Parties or any of them (but not from any hazardous materials found as a result of the tests, borings and samples hereinabove in this paragraph 28 referred to, the existence of which shall not have been attributable to any act or omission of Buyer or any of the Permitted Parties in any material respect or to any material extent), including without limitation all loss, cost, damage, liability and expense, including legal costs and reasonable attorneys' fees, resulting from damage or injury to person or Property occurring on the Premises during or in connection with such exercise or entry (but not if due to pre-existing hazardous materials). Buyer shall notify Seller of an intention to enter upon the Premises at least twenty-four (24) hours in advance of each entry onto the Premises by the Permitted Parties or any of them, and shall, if Seller so requests, allow Seller and/or its agents, representatives, contractors, engineers and invitees to accompany the Permitted Parties or any of them during such entry and shall reasonably accommodate Seller by scheduling such entry at times when Seller and/or its agents, representatives, contractors, engineers and invitees can accompany the Permitted Parties or any of them if Seller so wishes. Buyer agrees to maintain, with insurance companies authorized to do business in Massachusetts, the insurance reasonably satisfactory to the Seller, and will deliver to Seller certificates of such insurance, in form and substance satisfactory to Seller, naming Seller as an additional insured, prior to any access or entry onto the Premises. All liability insurance shall provide "occurrence basis" coverage. Buyer's obligations under this paragraph shall survive consummation of the conveyance contemplated under this Agreement and any termination of this



Agreement.

**29. RECORDING.** Buyer shall not record this Agreement or any notice thereof. In the event this Agreement or any notice thereof shall be recorded by Buyer, and if this Agreement shall not have been terminated prior to such recording, this Agreement, at Seller's option, and subject to the provisions of paragraphs 27, and 28, hereof, shall be void without recourse to the parties hereto, and the Escrow Agent shall pay over the Deposit to the Seller forthwith.

**30. NOTICES.** Any and all notices, demands or requests permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice or by such party's attorney on such party's behalf, and shall be delivered personally or sent by U.S. registered or certified mail or by overnight mail, in each case with postage or delivery charge, as the case may be, prepaid, return receipt requested, or electronic mail with confirmation of transmission, all addressed as indicated below. Notice if hand delivered shall be deemed given on delivery. Notice if mailed as aforesaid shall be deemed given on the second (2nd) business day following the mailing date except for overnight deliveries which shall be deemed given on the first (1<sup>st</sup>) business day following the mailing date. Notice if sent by electronic mail transmissions shall be deemed given on receipt by the sender of confirmation of successful transmission.

To Seller:

Robert J. Annese, Esquire  
1171 Massachusetts Avenue  
Arlington, MA 02476  
Telephone: (781) 646-4911  
Facsimile: (781) 646-4910  
Email: [law@robertannese.com](mailto:law@robertannese.com)

With copy to Jonathan Nyberg  
[jonathannyberg@oldnewenglandproperties.com](mailto:jonathannyberg@oldnewenglandproperties.com)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Buyer:

Paul L. Feldman, Attorney at Law  
Davis, Malm & D'Agostine, P.C.  
One Boston Place  
Boston, MA 02108  
Telephone: (617) 589-3831  
Email: [pfeldman@davismalm.com](mailto:pfeldman@davismalm.com)

With copy to:  
MAJ Investment LLC  
13 Wheeling Avenue

Woburn, MA 01801  
Attn: Matthew P. Maggiore  
Phone: (781) 935-6100  
Email: [matt@maggiorecos.com](mailto:matt@maggiorecos.com)

**31. ASSIGNMENT OR NOMINATION OF PARTY TO TAKE TITLE.** Seller hereby consents to the designation by Buyer of a nominee, including a corporate or a limited liability company or partnership, of Buyer to take title to the Premises; provided, however, that Buyer named in this Agreement shall remain fully and primarily liable for the payment, performance and observance of all agreements, obligations, covenants and conditions on the part of Buyer under this Agreement to be paid, performed or observed, and any nominee shall be jointly and severally liable with Buyer named in this Agreement for the payment, performance and observance of all agreements, obligations, covenants and conditions on the part of Buyer under this Agreement to be paid, performed or observed. Except as provided above in this paragraph 31, Buyer shall not be entitled to assign this Agreement or nominate any person or other entity to take title to the Premises. Assignment of this Agreement to any person or entity or nomination of any person or entity to take title to the Premises, other than a nominee designated pursuant to the first sentence of this paragraph 31, shall be void, ab initio, unless Seller shall have given its prior written consent thereto, which consent may be withheld by Seller for any reason in Seller's sole and unrestricted discretion. Notwithstanding any such assignment or nomination, Buyer named herein shall remain fully and primarily liable for the payment, performance and observance of all agreements, obligations, covenants and conditions on the part of Buyer under this Agreement to be paid, performed or observed, and any assignee or nominee shall be jointly and severally liable with Buyer named in this Agreement for the payment, performance and observance of all agreements, obligations, covenants and conditions on the part of Buyer under this Agreement to be paid, performed or observed. For purposes hereof, a "nominee" of Buyer shall mean an entity partially owned or partially controlled by Buyer named in this Agreement.

**32. TITLE STANDARDS.** With respect to the conveyance of the Premises contemplated by this Agreement, any title matter which is the subject of a title standard of the Real Estate Bar Association of Massachusetts at the time for delivery of the deed shall be governed by said title standard to the extent applicable and not inconsistent with any provision of this Agreement.

**33. DRAFTING PARTY.** Buyer and Seller acknowledge that each of them and their counsel have had an opportunity to review this Agreement and that this Agreement will not be construed against either party merely because its counsel has prepared it.

**34. CLOSING DELIVERIES.** Possession of the Premises shall be delivered to the Buyer on the Closing Date.

(a) As part of the Closing, Seller shall deliver to Buyer:

(i) a quitclaim deed in the form attached hereto as Exhibit B, conveying good and clear record and marketable fee title, subject to the Permitted Exceptions;



- (ii) a reaffirmation of Seller's representations and warranties in the form attached hereto as Exhibit C;
  - (iii) a FIRPTA affidavit in the form attached hereto as Exhibit D;
  - (iv) an Owner's Affidavit in a form required by Buyer's title insurance company;
  - (v) any transfer document or certificate required by any applicable governing body to complete this transaction including without limitation, an IRS 1099S form;
  - (vi) subjected to the provisions of Paragraph 14 discharges, releases and terminations with respect to any mortgages, assignments, financing statements or other security documents with respect to the Premises or a payoff letter from the holder(s) of any such security document acceptable to Buyer and the Title Company;
  - (vii) appropriate evidence to establish the authority of the Seller and the persons signing on behalf of the Seller to enter into and close the transaction contemplated hereby; and
  - (viii) any other documents reasonably necessary to complete the transaction contemplated herein.
- (b) At Closing, Buyer shall deliver to Seller, including without limitation the balance of the of the purchase price:
- (i) executed counterparts of any documents provided for herein to which Buyer is a party;
  - (ii) appropriate evidence to establish the authority of Buyer and the person(s) signing on behalf of Buyer to enter into and close the transaction contemplated hereby; and
  - (iii) any other documents reasonably necessary to complete the transaction contemplated herein.
- (c) At Closing, the parties shall jointly execute and deliver for the Premises:
- (i) a closing statement; and
  - (ii) any other documents reasonably necessary to complete the transaction contemplated herein.

**35. SERVICE OF PROCESS.** With regard to any action related to this Agreement, service of process may be made upon Seller and Buyer by hand, certified mail, or overnight delivery, addressed to Seller or Buyer, as the case may be, at its or his address set forth in this Agreement, and the parties hereby agree to submit to the jurisdiction of any state or federal court located in the Commonwealth of Massachusetts,

and the laws of the Commonwealth of Massachusetts.

**36. TIME OF ESSENCE.** Time is of the essence of this Agreement.

**37. TENANTS, OCCUPANTS, LEASES.** Intentionally Omitted

**38. NO BINDING AGREEMENT UNTIL SIGNED.** Neither party shall be under any obligation to the other party with respect to this Agreement or the Premises or any negotiations relating thereto, unless and until this Agreement shall have been executed by Buyer, Brokers and Seller, whereupon this Agreement shall constitute the entire agreement between the parties as to the Premises.

**39. STUDIES, ETC.** In the event that this Agreement shall be terminated, or if for any reason the transfer contemplated by this Agreement shall not be consummated on the date for delivery of the deed, then, forthwith upon such termination or such date, as the case may be, Buyer shall deliver to Seller true and complete copies of, and, to the extent Buyer is able lawfully to do so, shall assign good title to and deliver to Seller, free of the claims of any person or other entity other than Seller, all studies, surveys, reports, investigations, test results, information and the like relating to the Premises and obtained, generated or developed by or on behalf of Buyer (collectively the "Studies"). Without derogating from Buyer's obligation hereunder to deliver all of the Studies to Seller, such delivery shall be without warranty or representation as to the completeness or accuracy of the information set forth therein. The obligations of Buyer under this paragraph 39 shall survive any termination of this Agreement.

**40. WAIVER OF TITLE DEFECTS.** Notwithstanding anything in this Agreement to the contrary, Buyer shall promptly undertake to obtain, at its sole cost, a commitment for an owner's policy of title insurance from a nationally recognized title insurance company (the "Title Commitment"). Seller's title to the Premises shall be deemed to meet the requirements of clause 4 hereof for all purposes unless on or before that first business day that is thirty (30) days after the Execution Date written notice of a claimed defect therein is given to Seller as provided herein. Such notice shall specify any defects claimed in Seller's title and Buyer shall have rights with respect to defects in Seller's title only in respect to (a) defects in title existing as of the date of the Title Commitment which have been claimed in such notice and (b) defects in title arising thereafter. Buyer shall take the Premises subject to the Permitted Exceptions in paragraph 4 and any defects in title existing as of the date of the Title Commitment which have not been claimed in such notice.

**41. REPRESENTATIONS AND WARRANTIES.**

(a) Seller, to its knowledge, hereby warrants and represents to Buyer as follows:

(i) Seller has received no written notice from a governmental authority that the Premises are in violation of any laws or regulations applicable to the Premises where such violation is a continuing violation as of the Execution Date.



(ii) That the documents delivered to Buyer pursuant to this Agreement and/or prior to the execution and delivery of this Agreement are true and correct copies.

(iii) That, to Seller's knowledge, there are no pending or threatened condemnation actions of all or any portion of the Premises. The Premises is separately assessed for real estate tax purposes and not combined with any other Premises for such purposes.

(iv) That this Agreement has been, and all the documents to be delivered by Seller to Buyer at Closing will be, duly authorized, executed, and delivered by Seller, are or will be legal, valid, and binding obligations of Seller, will be sufficient at Closing to convey good and clear record and marketable fee title to Buyer, (subject to Permitted Exceptions, unless objected to as set forth in paragraph 40 above, and the provisions of this Agreement), are or will be at Closing enforceable in accordance with their respective terms, and do not and will not at Closing violate or constitute a default under any provisions of any agreement, contract, lease instrument, judgment or other document to which Seller is a party or by which the Premises is bound.

(v) That there are no actions, suits, or proceedings pending or to Seller's knowledge threatened relating to Seller or the Premises in any court or before any administrative agency which, if successful, would restrict or prevent the sale of the Premises or the continued operation of the Premises in the manner in which it is being operated and maintained as of the date hereof.

(vi) To Seller's knowledge, except as otherwise indicated in any of the Environmental Reports or in any environmental reports prepared for Buyer, the Premises is not in violation of any federal, state or local law, ordinance or regulation relating to environmental conditions, nor is there an existing condition at the Premises which requires immediate remediation. To Seller's knowledge, there are no underground storage tanks at the Premises except for tanks which have been closed in place in accordance with applicable law.

(vii) That Seller has not dealt with any broker or finder in connection with this transaction, other than Brenda Malatesta of Metro Properties.

(viii) The Seller entity is validly existing under the laws of the State of Delaware and has full power and authority to enter into this Agreement.

(ix) No labor has been performed or materials furnished at the request or direction of Seller that could result in a materialmen's lien being filed against the Premises, except as shall be fully paid or released prior to Closing or for which adequate provision for payment has been made.

(b) Buyer hereby represents and warrants to Seller as follows:

(i) That except as set forth in this Agreement it has not dealt with any broker or finder in connection with the transaction contemplated by this Agreement.

(ii) That this Agreement has been, and all the documents to be delivered by Buyer to Seller at Closing will be, duly authorized, executed, and delivered by Buyer, are or will be legal, valid, and binding obligations of Buyer, are or will be at Closing enforceable in accordance with their respective terms, and do not and will not at Closing violate any provisions of any agreement to which Buyer is a party.

(c) The continued accuracy in all material respects of the aforesaid representations and warranties of Seller shall be a condition precedent to Buyer's obligation to close. All representations and warranties contained in this Agreement shall be deemed remade as of the date of Closing and shall survive the Closing, for a period of six (6) months. Buyer shall have until the end of said six (6) month period to bring a claim for damages against Seller for any and all breaches of any of the representations and warranties contained herein, and Seller's liability for any and all breaches, in the aggregate, shall be limited to \$100,000.00, and, Buyer shall have no other recourse against Sellers with respect to the representations and warranties. Notwithstanding the forgoing, Buyer shall not be entitled to recover for any breaches of any representations or warranties of any Seller hereunder unless and until the combined costs of such breaches exceeds \$25,000.00. If any of said representations and warranties shall not be materially correct at the time the same is made or as of the Closing, Buyer may terminate this Agreement and there shall be no further liability on the part of Seller or Buyer, except as set forth above. In the event that Seller becomes aware that any of the representations and warranties are not correct (the "Misrepresentation"), Seller shall notify Buyer in writing promptly of such inaccuracy and Buyer shall, within the later of five (5) business days after receipt of said notification or the end of the Due Diligence Period, either (a) terminate this Agreement in which case Buyer shall receive the Deposit and this Agreement will terminate without liability on the part of Seller or Buyer or (b) notify Seller that Buyer intends to purchase the Premises notwithstanding the inaccuracy and to take the Premises with reduction in the Purchase Price to the extent of the decreased value of Premises due to the Misrepresentation. In the event Buyer fails to respond to Seller within said five (5) business day period, Buyer will be deemed to have terminated this Agreement. As used in this Agreement, the phrase "to Seller's knowledge" shall mean the actual, not constructive or imputed, knowledge of 1021 Massachusetts Avenue LLC, its members and managers, without any obligation on their part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or to examine any files, records, books, correspondence and the like.

**42. SURVIVING OBLIGATIONS; FURTHER AS TO DEPOSIT.** Notwithstanding anything to the contrary contained elsewhere in this Agreement, the following shall apply:

(a) The provisions of paragraphs 19, 28, and 41, hereof and this paragraph 42 shall survive delivery of the deed. The provisions of paragraphs 18, 19, 27, 28, 29, 31, 39 and 41 hereof and this paragraph 42 shall survive any termination of this Agreement.

(b) Any right of Buyer to a refund of the Deposit or any interest thereon pursuant to this Agreement shall be conditional upon the following requirements being satisfied at the time at which, pursuant to this Agreement, Buyer shall have become entitled to such refund, and at the time of payment thereof or



of the portion thereof to which Buyer shall have become entitled: (i) this Agreement shall not have been recorded, and no notice of this Agreement shall have been recorded, by or on behalf of Buyer, and (ii) Buyer shall have complied with the provisions of paragraphs 17 (last sentence) hereof and all obligations of Buyer to the Escrow Agent theretofore accrued shall have been satisfied. Nothing herein shall be deemed to derogate from Buyer's obligations under the provisions of paragraphs 27, 28, 29 and 41 hereof. In the event that Buyer shall become entitled to a refund of the Deposit or any interest thereon, Seller shall so instruct the Escrow Agent.


(c) In the event that Buyer shall become entitled, pursuant to this Agreement, to a refund of the Deposit or any part thereof or any interest earned thereon, and in the further event that, at the time at which, pursuant to this Agreement, Buyer shall have become entitled to a refund of the Deposit or any part thereof or any interest thereon, or at the time of payment thereof or of the portion thereof to which Buyer shall have become entitled, there shall have accrued any liability on the part of Buyer under the provisions of paragraphs 17, 27, 28, 29 and 41 hereof, then, to the extent that such liability shall be liquidated as to amount (the "Liquidated Liability"), such portion of the Deposit and interest earned thereon as is equal to the amount, if any, by which the sum of such of the Deposit and interest earned thereon to which Buyer is entitled, exceeds the Liquidated Liability, shall be refunded by the Escrow Agent to Buyer, and the balance of the sum of the Deposit and interest earned thereon shall be paid over to Seller, free of all claims of Buyer. All such liability of Buyer that does not then constitute all or part of Liquidated Liability shall continue unaffected by disposition of the Deposit and interest thereon as aforesaid.

(d) No payment to Seller pursuant to the foregoing provisions of this paragraph 42 shall be deemed to satisfy, other than pro tanto, obligations of Buyer that shall have accrued under the provisions of paragraphs 17, 27, 28, 29 and 41 hereof, as of the time of such payment, or to preclude further accrual, after such payment, or after termination of this Agreement, of obligations on the part of Buyer thereunder or under any of the same.


**43. LIKE KIND EXCHANGE.** The Buyer has been advised that the Seller may qualify this transaction as a tax-deferred exchange under Section 1031 of the Internal Revenue Code. The Buyer shall cooperate with the Seller in implementing such exchange, including, but not limited to, the Buyer's consenting to the Seller's assignment of this Agreement to a so-called "Intermediary" and the execution of any other document that the Seller or Intermediary shall reasonably require; provided, however, that (a) the Buyer incurs no additional liability or expense as a result of executing such document, and (b) the Closing shall not be delayed or affected by reasons of any such exchange nor shall the consummation of such an exchange be a condition precedent of the Seller's obligation under this Agreement. Notwithstanding anything contained in any such assignment, the Buyer shall not by execution of this Agreement or acquiescence to any such exchange (i) have its rights under this Agreement affected or diminished in any manner; (ii) be required to undertake any obligations of third parties; or (iii) be responsible for compliance nor be deemed to have warranted to the Seller whether such exchange in fact complies with Section 1031 of the Internal Revenue Code, as amended. In any event, any assignment by the Seller shall not in any way release the Seller from its obligations under this Agreement and the Seller shall reaffirm the same at Buyer's request.

Executed under seal as of the 31<sup>st</sup> day of July 2021.

**SELLER:**

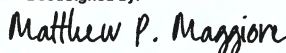
DocuSigned by:  
  
CC9A1CC807A122B  
**Jonathan M. Nyberg**

**SELLER:**

DocuSigned by:  
  
ADF4FF167716487  
**Sara Q. Dolan**

**BUYER:**


**MAJ Investment LLC**

DocuSigned by:  
  
By: 846F37B6BE0046C  
**Matthew P. Maggiore, its Manager**


**ESCROW AGENT:**

Robert J. Annese, Escrow Agent under the foregoing purchase and sale agreement, hereby acknowledges having received the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as the Deposit thereunder, and agrees to hold and dispose of the same and the interest earned thereon in accordance with the terms of said purchase and sale agreement.

**Metro Properties**

DocuSigned by:  
  
By: E00DEEC86C8242B...

**Compass Real Estate**

DocuSigned by:  
  
By: 5DD7A9DFB9244A5...



**LIST OF EXHIBITS**

<b>EXHIBIT A</b>	<b>PROPERTY DESCRIPTION</b>
<b>EXHIBIT B</b>	<b>QUITCLAIM DEED</b>
<b>EXHIBIT C</b>	<b>REAFFIRMATION OF SELLER’S REPRESENTATIONS</b>
<b>EXHIBIT D</b>	<b>FIRPTA</b>

**EXHIBIT A**

**PROPERTY DESCRIPTION**

**A certain parcel of land with the buildings thereon situated in Arlington Massachusetts and shown as Lot #6 on a plan titled “No. 2 Plan of Land of Walter Fletcher, West Cambridge, Surveyed by Samuel Sage, 1864” and duly recorded in the Middlesex South Registry of Deeds at Plan Book 21, Plan 6.**

**Said premises are bounded and described as follows:**

**SOUTHWESTERLY**                      **by Main Street, now known as Massachusetts Avenue, eighty (80) feet;**

**NORTHWESTERLY**                      **by Lot #7 on said plan three hundred nineteen (319) feet;**

**NORTHEASTERLY**                      **by the water’s edge, at the point measuring eighty (80) feet, more or less;**

**SOUTHEASTERLY**                      **by Lot #5 on said plan three hundred nineteen (319) feet.**

**Containing 25,520 square feet of land. The premises has a mailing address of 1025-1027 Massachusetts Avenue, Arlington, Massachusetts 02474.**



**EXHIBIT B**

**QUITCLAIM DEED**

**EXHIBIT C**

**REAFFIRMATION OF REPRESENTATIONS AND WARRANTIES**

The undersigned hereby certifies to \_\_\_\_\_ (“Buyer”), on and as of the date set forth below that all representations and warranties contained in Section 41 of that certain Agreement of Purchase and Sale, by and between \_\_\_\_\_ and Buyer are true and correct in all material respects on and as of the date set forth below.

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Seller:**

**Seller:**

\_\_\_\_\_  
**Jonathan M. Nyberg**

\_\_\_\_\_  
**Sara Q. Dolan**



## **EXHIBIT D**

### **FIRPTA**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Jonathan M. Nyberg and Sara Q. Dolan ("Seller"), Seller hereby certifies the following:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller's U.S. employer identification number is \_\_\_\_\_; and
3. Seller's principal place of business is \_\_\_\_\_.

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

**Seller:**

**Seller:**

\_\_\_\_\_  
**Jonathan M. Nyberg**

\_\_\_\_\_  
**Sara Q. Dolan**

## **ASSIGNMENT OF PURCHASE AND SALE AGREEMENT**

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of this     day of April, 2022 by MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 ("Assignor") and 1025 Mass Ave, LLC, a Massachusetts limited liability company with a business address of 13 Wheeling Avenue, Woburn, Massachusetts 01801 ("Assignee").

### **WITNESSETH:**

WHEREAS, Assignor entered into that certain Purchase and Sale Agreement dated July 31, 2021, as amended ("Purchase Contract") with Jonathan Nyberg and Sara Q. Dolan of 30 Lake Shore Drive, Arlington, Massachusetts ("Seller") regarding the property at 1025-1027 Massachusetts Avenue, Arlington, Massachusetts;

WHEREAS, Assignor desires to assign all of its rights and obligations under the Purchase Contract to Assignee, and Assignee is willing to accept and assume all of Assignor's rights and obligations under the Purchase Contract, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Effective on the date of this Agreement, pursuant and subject to Section 31 of the Purchase Contract, Assignor assigns to the Assignee all of its rights, title and interest in the Purchase Contract, and this Assignment includes, but is not limited to, all documents, duties, contracts, deposits and obligations of the Assignor related to the Purchase Contract.
2. Effective on the date of this Agreement, the Assignee assumes all of the rights, title, interest, duties, contracts, deposits and obligations of Assignor as set forth in the Purchase Contract, and the documents referred to therein.
3. Effective on the date of this Agreement, the Seller under the Purchase Contract consents to the assignment and acknowledges that the Assignee shall be entitled to the benefit of all of the rights, obligations and agreements, including, without limitation, the benefit of all representations and warranties made by Seller therein, under the Purchase Contract as if the Assignee had been named as the "Buyer" in the Purchase Contract.
4. Assignor hereby represents based on its actual knowledge as of the date hereof (i) that it has all of the necessary right, power, and authority to assign the Purchase Contract; (ii) that the Purchase Contract is being assigned to the Assignee hereby free and clear of all liens, restrictions, and encumbrances except of record title; (iii) no other person or entity has any, option, right of first refusal or similar right to acquire the



Purchase Contract; and (iv) that as of the date hereof it has fully performed its obligations under the Purchase Contract.

This Agreement may be executed in counterparts, and facsimile signature shall be deemed sufficient as originals.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the day first above written.


Assignor:  
MAJ Investment LLC, LLC

Assignee:  
1025 Mass Ave, LLC

By:   
Matthew P. Maggiore, Manager

By:   
Matthew P. Maggiore, Manager

Seller:  
1021 Massachusetts Avenue L.L.C.

By:   
Edward Chaglassian, hereunto duly authorized



## **ASSIGNMENT OF PURCHASE AND SALE AGREEMENT**

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of this 25th day of April, 2022 by MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 ("Assignor") and 1025 Mass Ave, LLC, a Massachusetts limited liability company with a business address of 13 Wheeling Avenue, Woburn, Massachusetts 01801 ("Assignee").

### **WITNESSETH:**

WHEREAS, Assignor entered into that certain Purchase and Sale Agreement dated July 31, 2021, as amended ("Purchase Contract") with Jonathan Nyberg and Sara Q. Dolan of 30 Lake Shore Drive, Arlington, Massachusetts ("Seller") regarding the property at 1025-1027 Massachusetts Avenue, Arlington, Massachusetts;

WHEREAS, Assignor desires to assign all of its rights and obligations under the Purchase Contract to Assignee, and Assignee is willing to accept and assume all of Assignor's rights and obligations under the Purchase Contract, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Effective on the date of this Agreement, pursuant and subject to Section 31 of the Purchase Contract, Assignor assigns to the Assignee all of its rights, title and interest in the Purchase Contract, and this Assignment includes, but is not limited to, all documents, duties, contracts, deposits and obligations of the Assignor related to the Purchase Contract.
2. Effective on the date of this Agreement, the Assignee assumes all of the rights, title, interest, duties, contracts, deposits and obligations of Assignor as set forth in the Purchase Contract, and the documents referred to therein.
3. Effective on the date of this Agreement, the Seller under the Purchase Contract consents to the assignment and acknowledges that the Assignee shall be entitled to the benefit of all of the rights, obligations and agreements, including, without limitation, the benefit of all representations and warranties made by Seller therein, under the Purchase Contract as if the Assignee had been named as the "Buyer" in the Purchase Contract.
4. Assignor hereby represents based on its actual knowledge as of the date hereof (i) that it has all of the necessary right, power, and authority to assign the Purchase Contract; (ii) that the Purchase Contract is being assigned to the Assignee hereby free and clear of all liens, restrictions, and encumbrances except of record title; (iii) no other person or entity has any, option, right of first refusal or similar right to acquire the Purchase Contract; and (iv) that as of the date hereof it has fully performed its obligations under the Purchase Contract



This Agreement may be executed in counterparts, and facsimile signature shall be deemed sufficient as originals.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the day first above written.

Assignor:  
MAJ Investment LLC, LLC

By:    
Matthew P. Maggiore, Manager

Assignee:  
1025 Mass Ave, LLC

By:    
Matthew P. Maggiore, Manager

Seller:

   
Jonathan Nyberg

   
Sara Q. Dolan

FIRSTAMENDMENT TO  
PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("First Amendment")<sup>9/3/2021</sup> made and dated as of the day of September 2021, by and between Jonathan Nyberg and Sara Q. Dolan of 30 Lake Shore Drive, Arlington, Massachusetts, hereinafter called "Seller" and MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 or its nominee, hereinafter called "Buyer".

WHEREAS, SELLER and BUYER have entered into a Purchase and Sale Agreement dated July 31, 2021 (the "Agreement") for the purchase and sale of that certain premises described in the Agreement; and

WHEREAS, Buyer is undertaking its due diligence and has determined that it desires to undertake sampling of the soil gas at the Property.

WHEREAS, Buyer and Seller desire the amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained hereto, the parties agree as follows:

1. Section 22. Due Diligence Periods. Seller and Buyer agree to delete Section 22 in its entirety and replace it with the following:

**DUE DILIGENCE PERIODS.** Buyer shall have until the (i) first business day that is forty five (45) days after the full execution of this First Amendment to complete its due diligence investigations with respect to environmental matters and (ii) first business day that is ninety (90) days after the full execution of this First Amendment to complete all other due diligence investigations with respect to the transaction contemplated hereunder (each such period being hereinafter referred to as the "Due Diligence Period"). During the applicable Due Diligence Period, and subject to the provisions of paragraph 28 hereof, Buyer shall review and investigate to its satisfaction in its sole discretion all matters relating to the transaction contemplated hereunder and the Premises which Buyer shall deem appropriate, including without limitation the physical condition of the Premises,



utilities serving the Premises, permitting matters, title, boundaries, access, environmental matters including, without limitation hazardous waste and materials and contamination, use potential, and locations of structures, easements, utilities and roads. Buyer shall prosecute its due diligence investigations with diligence and on Seller's request therefor, shall keep Seller informed as to actions taken. Buyer may undertake soil gas sampling and may request approval for other sampling if Buyer determines it is necessary. In all events, Buyer shall keep any and all sampling results confidential and shall only disclose results to Seller if requested to in writing by Seller.

2. As modified by the provisions contained herein, the Agreement shall remain in full force and effect.
3. This First Amendment may be executed in counterparts and by facsimile or electronic signatures and shall be deemed an original agreement for all purposes.

*[Signature Page Follows]*

EXECUTED AS SEALED INSTRUMENT AS OF THE DATE FIRST ABOVE WRITTEN:


9/3/2021

Executed under seal as of the day of September 2021.

**SELLER:**

DocuSigned by:  
  
CC941CC8074142B...

**Jonathan M. Nyberg**

DocuSigned by:  
  
ADF4FF137716487...

**Sara Q. Dolan**

**BUYER:**

**MAJ Investment LLC**

DocuSigned by:  
  
E496B845D05E489

By:

**Matthew P. Maggiore, its Manager**



FIRSTAMENDMENT TO  
PURCHASE AND SALE AGREEMENT

This ~~FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT~~ <sup>9/3/2021</sup> (“First Amendment”) made and dated as of the day of September 2021, by and between 1021 Massachusetts Avenue L.L.C., a Delaware limited liability company with a usual place of business at 1021 Massachusetts Avenue, Arlington, MA, hereinafter called “Seller” and MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 or its nominee, hereinafter called “Buyer”.

WHEREAS, SELLER and BUYER have entered into a Purchase and Sale Agreement dated July 31, 2021 (the “Agreement”) for the purchase and sale of that certain premises described in the Agreement; and

WHEREAS, Buyer is undertaking its due diligence and has determined that it desires to undertake sampling of the soil gas at the Property.

WHEREAS, Buyer and Seller desire the amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained hereto, the parties agree as follows:

1. Section 22. Due Diligence Periods. Seller and Buyer agree to delete Section 22 in its entirety and replace it with the following:

**DUE DILIGENCE PERIODS.** Buyer shall have until the (i) first business day that is forty five (45) days after the full execution of this First Amendment to complete its due diligence investigations with respect to environmental matters and (ii) first business day that is ninety (90) days after the full execution of this First Amendment to complete all other due diligence investigations with respect to the transaction contemplated hereunder (each such period being hereinafter referred to as the “Due Diligence Period”). During the applicable Due Diligence Period, and subject to the provisions of paragraph 28 hereof, Buyer shall review and investigate to its satisfaction in its sole discretion all matters relating to the transaction contemplated hereunder and the Premises which Buyer shall deem

appropriate, including without limitation the physical condition of the Premises, utilities serving the Premises, permitting matters, title, boundaries, access, environmental matters including, without limitation hazardous waste and materials and contamination, use potential, and locations of structures, easements, utilities and roads. Buyer shall prosecute its due diligence investigations with diligence and on Seller's request therefor, shall keep Seller informed as to actions taken. Buyer may undertake soil gas sampling and may request approval for other sampling if Buyer determines it is necessary. In all events, Buyer shall keep any and all sampling results confidential and shall only disclose results to Seller if requested to in writing by Seller.

2. As modified by the provisions contained herein, the Agreement shall remain in full force and effect.
3. This First Amendment may be executed in counterparts and by facsimile or electronic signatures and shall be deemed an original agreement for all purposes.

*[Signature Page Follows]*

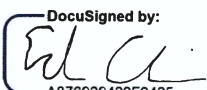


EXECUTED AS SEALED INSTRUMENT AS OF THE DATE FIRST ABOVE WRITTEN:  
9/3/2021

Executed under seal as of the day of September 2021.


SELLER:

1021 Massachusetts Avenue L.L.C.

By:   
Edward Chaglassian, hereunto duly authorized

BUYER:

MAJ Investment LLC

By:   
Matthew P. Maggiore, hereunto duly authorized

**SECOND AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

This SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Second Amendment") made and dated as of the    day of November 2021, by and between 1021 Massachusetts Avenue L.L.C., a Delaware limited liability company with a usual place of business at 1021 Massachusetts Avenue, Arlington, MA, hereinafter called "Seller" and MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 or its nominee, hereinafter called "Buyer".

WHEREAS, SELLER and BUYER have entered into a Purchase and Sale Agreement dated July 31, 2021, as amended by First Amendment to Purchase and Sale Agreement (the "Agreement") for the purchase and sale of that certain premises located at 1021 Massachusetts Avenue, Arlington, Massachusetts and described in the Agreement; and

WHEREAS, Buyer desires to undertake further due diligence regarding the environmental condition of the Property;

WHEREAS, Buyer and Seller desire to address the allocation of future costs, if any, in connection with the environmental condition of the Property, as set forth below in Section 2 of this Second Amendment;

WHEREAS, Buyer and Seller desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained hereto, the parties agree as follows:

1. Section 22. Due Diligence Periods. Seller and Buyer agree to delete Section 22 in its entirety and replace it with the following:

**DUE DILIGENCE PERIODS.** Buyer shall have until December 17, 2021 to complete due diligence investigations with respect to the transaction contemplated hereunder (the "Due Diligence Period"). During the applicable Due Diligence Period, and subject to the provisions of paragraph 28 hereof, Buyer shall review and investigate to its satisfaction in its sole discretion all matters relating to the transaction contemplated hereunder and the Premises which Buyer shall deem



appropriate, including without limitation the physical condition of the Premises, utilities serving the Premises, permitting matters, title, boundaries, access, environmental matters including, without limitation hazardous waste and materials and contamination, use potential, and locations of structures, easements, utilities and roads. Buyer shall prosecute its due diligence investigations with diligence and on Seller's request therefor, shall keep Seller informed as to actions taken. Buyer may undertake groundwater sampling. In all events, Buyer shall keep any and all sampling results confidential and shall only disclose results to Seller if requested to in writing by Seller.

2. Section 16, Adjustments. Seller and Buyer agree to add to Section 16 the following:

At closing, the Seller shall place \$25,000.00 into escrow, to be held by Bruce E. Linsky, Attorney for the Seller (the "Escrow Agent"). Based on actual expenses related to compliance with applicable regulations and/or remedial actions regarding the environmental condition of the Premises and the Adjoining Parcel, as evidenced by invoices to be shared and approved by the Escrow Agent, the Buyer may use the escrowed funds to pay for such costs. Any funds not drawn by receipt of an occupancy permit for the development to be constructed on the Premises and Adjoining Parcel shall be refunded to the Seller. For clarity, expenses related to compliance with applicable regulations and/or remedial actions regarding the environmental condition of the Premises and the Adjoining Parcel shall be divided equally among Seller, Buyer and the owner of the Adjoining Parcel. In all events, Seller's sole responsibility for any expenses Buyer may incur in connection with the environmental condition of the Premises after Closing shall be limited to this \$25,000.00 escrow.

3. As modified by the provisions contained herein, the Agreement shall remain in full force and effect.
4. This Second Amendment may be executed in counterparts and by facsimile or electronic signatures and shall be deemed an original agreement for all purposes.
5. All terms used in this Second Amendment shall have the same meaning ascribed to them in the Agreement, except as amended in this Second Amendment.

*[Signature Page Follows]*



EXECUTED AS SEALED INSTRUMENT AS OF THE DATE FIRST ABOVE WRITTEN:

SELLER:

1021 Massachusetts Avenue L.L.C.

DocuSigned by:  
By: Edward Chaglassian  
A876929429F9425  
Edward Chaglassian, hereunto duly authorized  
11/11/2021

BUYER:

MAJ Investment LLC

DocuSigned by:  
By: Matthew P. Maggiore  
18A43BC0154B400  
Matthew P. Maggiore, hereunto duly authorized  
11/11/2021

**SECONDA MENDMENT TO  
PURCHASE AND SALE AGREEMENT**

This SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT ("First Amendment") made and dated ~~as~~ of the    day of November 2021, by and between Jonathan Nyberg and Sara Q. Dolan of 30 Lake Shore Drive, Arlington, Massachusetts, hereinafter called "Seller" and MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 or its nominee, hereinafter called "Buyer".

WHEREAS, SELLER ~~and~~ BUYER have entered into a Purchase and Sale Agreement dated July 31, 2021, as amended (the "Agreement") for the purchase and sale of that certain premises described in the Agreement; and

WHEREAS, Buyer desires to undertake further due diligence regarding the environmental condition of the Property;

WHEREAS, Buyer and Seller desire to address the allocation of future costs, if any, in connection with the environmental condition of the Property;

WHEREAS, Buyer and Seller desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained hereto, the parties agree as follows:

1. Section 22. Due Diligence Periods. Seller and Buyer agree to delete Section 22 in its entirety and replace it with the following:

**DUE DILIGENCE PERIODS.** Buyer shall have until December 17, 2021 to complete due diligence investigations with respect to the transaction contemplated hereunder (the "Due Diligence Period"). During the applicable Due Diligence Period, and subject to the provisions of paragraph 28 hereof, Buyer shall review and investigate to its satisfaction in its sole discretion all matters relating to the transaction contemplated hereunder and the Premises which Buyer shall deem appropriate, including without limitation the physical condition of the Premises, utilities serving the Premises, permitting matters, title, boundaries, access, environmental matters including, without limitation hazardous waste and



materials and contamination, use potential, and locations of structures, easements, utilities and roads. Buyer shall prosecute its due diligence investigations with diligence and on Seller's request therefor, shall keep Seller informed as to actions taken. Buyer may undertake groundwater sampling. In all events, Buyer shall keep any and all sampling results confidential and shall only disclose results to Seller if requested to in writing by Seller.

2. Section 16, Adjustments. Seller and Buyer agree to add to Section 16 the following:

The Buyer shall receive a \$25,000 credit toward the purchase price in the event Buyer has to incur any expenses in connection with the environmental condition of the Premises after Closing. Buyer agrees Seller's sole responsibility for any expenses Buyer may incur in connection with the environmental condition of the Premises after Closing shall be limited to this \$25,000 credit.

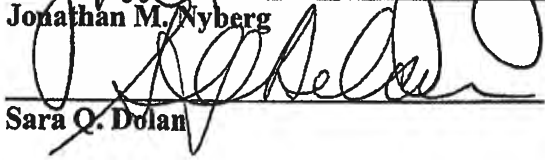
3. As modified by the provisions contained herein, the Agreement shall remain in full force and effect.
4. This Second Amendment may be executed in counterparts and by facsimile or electronic signatures and shall be deemed an original agreement for all purposes.

*[Signature Page Follows]*

EXECUTED AS SEALED INSTRUMENT AS OF THE DATE FIRST ABOVE WRITTEN:

SELLER:

  
Jonathan M. Nyberg

  
Sara Q. Dolan

BUYER:

MAJ Investment LLC

By:   
Matthew P. Maggione, its Manager



THIRD AMENDMENT TO  
PURCHASE AND SALE AGREEMENT

This THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Third Amendment") is made and dated as of the 8<sup>th</sup> day of February 2022, by and between 1021 Massachusetts Avenue L.L.C., a Delaware limited liability company with a usual place of business at 1021 Massachusetts Avenue, Arlington, MA, hereinafter called "Seller" and MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 or its nominee, hereinafter called "Buyer".

WHEREAS, SELLER and BUYER have entered into a Purchase and Sale Agreement dated July 31, 2021, as amended (the "Agreement") for the purchase and sale of that certain premises described in the Agreement; and

WHEREAS, Buyer have commenced the process of obtaining Final Approvals, and it is apparent that the time frames to obtain Final Approvals is not adequate and Buyer and Seller desire the amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained hereto, the parties agree as follows:

1. Section 8. Time For Performance; Delivery of Deed. Seller and Buyer agree to amend Section 8 by deleting it in its entirety and replacing it with the following:

Such deed is to be delivered at One o'clock P.M. on January 23, 2023 (the "Closing Date") at the office of Seller's counsel, Bruce Linsky in ~~Arlington~~ <sup>Newton</sup>, Massachusetts or, at Buyer's election, exercisable by written notice to Seller given at least two (2) days prior to the Closing Date, at the offices of Buyer's lender's attorney located in Middlesex County, Massachusetts (the identity of Buyer's lender's attorney and the location of his offices to be specified in such notice), unless otherwise agreed upon in writing. Time is of the essence of this Agreement. Notwithstanding the foregoing, Buyer may notify the Seller in writing and the Closing Date shall be advanced and scheduled on the next business day that is seven (7) days after the date of Seller's receipt of such notice. If the Buyer shall not have obtained the Requisite Permits as set forth in Paragraph 26 (b) herein at least thirty (30) days prior to the Closing Date despite having used reasonable efforts, then the Buyer shall have the right to extend the Closing Date up to six (6) consecutive 30-day periods by written notice to Seller given prior to the Closing Date or the extended closing date, as the case may be.



An additional \$10,000.00 from the deposit will become non-refundable (provided no Seller default), and released to Seller on the first (1st) day of each subsequent month beyond January 1, 2023, but applicable to the purchase price, for each of the one (1) month extensions so exercised, with seven (7) days notices for each extension Buyer wishes to exercise provided in writing to Seller. If Buyer exercises its further rights to extend the Closing Date beyond January 23, 2023 as provided above, the Closing date shall be on or before thirty (30) days after Buyer has obtained the Requisite Permits.

2. Section 7. Deposit. Seller and Buyer agree to amend Section 7 by increasing the Deposit by \$10,000 so that the total deposit is \$110,000 with an additional \$2,085,000 due at the time of performance, subject to adjustments as provided in the Agreement. The additional \$10,000 deposit shall be made within two business days of the full execution of this Third Amendment.
3. Section 17. Deposit. Seller and Buyer agree to amend Section 17 by deleting the deposit forfeiture chart and replacing it with the following:

Termination Date	Return to Buyer	Forfeit to Seller
Prior to expiration of Due Diligence Period	\$100,000	\$0
After expiration of Due Diligence Period	\$85,000.00	\$15,000.00
After February 15, 2022	\$85,000.00	\$25,000.00
After June 15, 2022	\$75,000.00	\$35,000.00
After August 1, 2022	\$72,500.00	\$37,500.00
September 1, 2022	\$70,000.00	\$40,000.00
October 1, 2022	\$67,500.00	\$42,500.00
November 1, 2022	\$65,000.00	\$45,000.00
December 1, 2022	\$62,500.00	\$47,500.00



January 1, 2023

\$60,000.00

\$50,000.00

Buyer acknowledges that as of the date of this Third Amendment, \$15,000 of the Deposit has been forfeited as provided in the Agreement.

4. As modified by the provisions contained herein, the Agreement shall remain in full force and effect.
5. This Third Amendment may be executed in counterparts and by facsimile or electronic signatures and shall be deemed an original agreement for all purposes.


*[Signature Page Follows]*



EXECUTED AS SEALED INSTRUMENT AS OF THE DATE FIRST ABOVE WRITTEN:

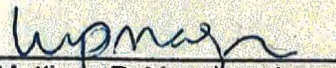
SELLER:

1021 Massachusetts Avenue L.L.C.

By:   
Edward Chaglassian, hereunto duly authorized

BUYER:

MAJ Investment LLC

By:   
Matthew P. Maggiore, hereunto duly authorized



THIRD AMENDMENT TO  
PURCHASE AND SALE AGREEMENT

This ~~THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT~~ <sup>2/9/2022</sup> ("Third Amendment") is made and dated as of the day of January 2022, by and between Jonathan Nyberg and Sara Q. Dolan of 30 Lake Shore Drive, Arlington, Massachusetts, hereinafter called "Seller" and MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 or its nominee, hereinafter called "Buyer".

WHEREAS, SELLER and BUYER have entered into a Purchase and Sale Agreement dated July 31, 2021, as amended (the "Agreement") for the purchase and sale of that certain premises described in the Agreement; and

WHEREAS, Buyer have commenced the process of obtaining Final Approvals, and it is apparent that the time frames to obtain Final Approvals is not adequate and Buyer and Seller desire the amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained hereto, the parties agree as follows:

1. Section 8. Time For Performance; Delivery of Deed. Seller and Buyer agree to amend Section 8 by deleting it in its entirety and replacing it with the following:

Such deed is to be delivered at One o'clock P.M. on January 23, 2023 (the "Closing Date") at the office of Seller's counsel, Robert J. Annese in Arlington, Massachusetts or, at Buyer's election, exercisable by written notice to Seller given at least two (2) days prior to the Closing Date, at the offices of Buyer's lender's attorney located in Middlesex County, Massachusetts (the identity of Buyer's lender's attorney and the location of his offices to be specified in such notice), unless otherwise agreed upon in writing. Time is of the essence of this Agreement. Notwithstanding the foregoing, Buyer may notify the Seller in writing and the Closing Date shall be advanced and scheduled on the next business day that is seven (7) days after the date of Seller's receipt of such notice. If the Buyer shall not have obtained the Requisite Permits as set forth in Paragraph 26 (b) herein at least thirty (30) days prior to the Closing Date despite having used reasonable efforts, then the Buyer shall have the right to extend the Closing Date up to six (6) consecutive 30-day periods by written notice to Seller given prior to the Closing Date or the extended closing date, as the case may be. An additional \$10,000.00 from the deposit will become non-refundable (provided no Seller default), but applicable to the purchase price, for each of the one (1) month extensions so exercised. If Buyer

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exercises its further rights to extend the Closing Date beyond January 23, 2023 as provided above, the Closing date shall be on or before thirty (30) days after Buyer has obtained the Requisite Permits.

2. Section 7. Deposit. Seller and Buyer agree to amend Section 7 by increasing the Deposit by \$10,000 so that the total deposit is \$110,000 with \$2,340,000 due at the time of performance subject to adjustments as provided in the Agreement. The additional \$10,000 deposit shall be made within two business days of the full execution of this Third Amendment.
3. Section 17. Deposit. Seller and Buyer agree to amend Section 17 by deleting the deposit forfeiture chart and replacing it with the following:

<b>Termination Date</b>	<b>Return to Buyer</b>	<b>Forfeit to Seller</b>
Prior to expiration of Due Diligence Period	\$100,000	\$0
After expiration of Due Diligence Period	\$85,000.00	\$15,000.00
After February 15, 2022	\$85,000.00	\$25,000.00
After June 15, 2022	\$75,000.00	\$35,000.00
After August 1, 2022	\$72,500.00	\$37,500.00
September 1, 2022	\$70,000.00	\$40,000.00
October 1, 2022	\$67,500.00	\$42,500.00
November 1, 2022	\$65,000.00	\$45,000.00
December 1, 2022	\$62,500.00	\$47,500.00
January 1, 2023	\$60,000.00	\$50,000.00



Buyer acknowledges that as of the date of this Third Amendment, \$15,000 of the Deposit has been forfeited as provided in the Agreement.

4. As modified by the provisions contained herein, the Agreement shall remain in full force and effect.
5. This Third Amendment may be executed in counterparts and by facsimile or electronic signatures and shall be deemed an original agreement for all purposes.

*[Signature Page Follows]*

DS DS DS  


EXECUTED AS SEALED INSTRUMENT AS OF THE DATE FIRST ABOVE WRITTEN:

**SELLER:** DocuSigned by:  
Jonathan M Nyberg 2/9/2022  
CC941CC8074142B...

**Jonathan M. Nyberg**  
DocuSigned by:  
Sara Q. Dolan 2/9/2022  
ADF4FF137716487...

**Sara Q. Dolan**

**BUYER:**

**MAJ Investment LLC**  
DocuSigned by:  
Matt Maggiore 2/9/2022  
E490B045D005E409...

**By:**  
**Matthew P. Maggiore, its Manager**



# FINANCIAL INFORMATION

**Application for Chapter 40B Project Eligibility / Site Approval**  
**for MassHousing-Financed and New England Fund (“NEF”) Homeownership Projects**

**Section 5: FINANCIAL INFORMATION**

*In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that an initial pro forma has been reviewed and that the Proposed Project appears financially feasible and consistent with the Chapter 40B Guidelines, and that the Proposed Project is fundable under the applicable program.*

**Initial Capital Budget**

**Sales / Revenue**

**Market:** 33,630,000

**Affordable:** \$3,070,000

**Related Party:** \$0

**Other Income:** \$0

**Total Sales/Revenue:** 36,700,000

**Pre-Permit Land Value**

Item	Budgeted
As-Is Market Value*:	\$4,645,000
Reasonable Carrying Costs:	0
<b>Subtotal - Pre-Permit Land Value:</b>	<b>\$4,645,000</b>

*\* As-Is market value to be determined by a MassHousing commissioned appraisal*



**Uses (Costs)**

Item	Budgeted
<b>Acquisition Cost (Actual):</b>	
Actual Acquisition Cost: Land	\$4,645,000
Actual Acquisition Cost: Buildings	\$0
Reasonable Carrying Costs	\$0
<b>Total Acquisition Cost (Actual)</b>	<b>\$4,645,000</b>
<b>Construction Costs-Residential Construction Costs (Hard Costs):</b>	
Building Structure Costs	\$17,327,241
Hard Cost Contingency	\$1,050,782
<b>Subtotal - Residential Construction (Hard Costs)</b>	<b>\$18,378,023</b>
<b>Construction Costs-Site Work (Hard Costs):</b>	
Earth Work	\$285,000
Utilities: On-Site	\$110,000
Utilities: Off-Site	\$62,000
Roads and Walks	\$40,000
Site Improvement	\$36,000
Lawns and Plantings	\$320,000
Geotechnical Condition	\$0
Environmental Remediation	\$7,500
Demolition	\$150,000
Unusual Site Conditions/Other Site Work	\$437,500
<b>Subtotal - Site Work (Hard Costs)</b>	<b>\$1,448,000</b>
<b>Construction Costs-General Conditions, Builders Overhead and Profit (Hard Costs):</b>	
General Conditions	\$2,036,155
Builder's Overhead	\$649,617
Builder's Profit	\$649,617
<b>Subtotal - General Conditions, Builder's Overhead &amp; Profit</b>	<b>\$3,335,389</b>
<b>General Development Costs (Soft Costs):</b>	
Appraisal and Marketing Study <i>(not 40B "As Is" Appraisal)</i>	\$8,500
Lottery	\$15,000
Commissions/Advertising-Affordable	\$61,400
Commissions/Advertising-Market	\$1,345,200
Model Unit	\$0
Closing Costs <i>(unit sales)</i>	\$261,757
Real Estate Taxes	\$65,000
Utility Usage <i>(during construction)</i>	\$92,650
Insurance <i>(during construction)</i>	\$30,000

<b>Security</b> <i>(during construction)</i>	\$0
<b>Inspecting Engineer</b> <i>(during construction)</i>	\$0
<b>Construction Loan Interest</b>	\$1,050,000
<b>General Development Costs (Soft Costs)</b> - <i>continued</i>	

<b>Item</b>	<b>Budgeted</b>
<b>Fees to Construction Lender:</b>	\$57,500
<b>Fees to Other Lenders:</b> Bank inspector fees	\$13,550
<b>Architectural</b>	\$275,000
<b>Engineering</b>	\$107,500
<b>Survey, Permits, etc.</b>	\$0
<b>Clerk of the Works</b>	\$0
<b>Construction Manager</b>	\$0
<b>Bond Premiums</b> <i>(payment/performance/lien bond)</i>	\$0
<b>Legal</b>	\$205,000
<b>Title</b> <i>(including title insurance)</i> <b>and Recording</b>	\$15,000
<b>Accounting and Cost Certification</b> <i>(incl. 40B)</i>	\$20,000
<b>Relocation</b>	\$0
<b>40B Site Approval Processing Fee</b>	\$0
<b>40B Technical Assistance / Mediation Fee</b>	\$0
<b>40B Land Appraisal Cost</b> <i>(as-is value)</i>	\$2,500
<b>40B Final Approval Processing Fee</b>	\$12,650
<b>40B Subsidizing Agency Cost Certification Examination Fee</b>	\$0
<b>40B Monitoring Agent Fee</b>	\$0
<b>40B Surety Fees</b>	\$0
<b>Other Financing Fees</b>	\$0
<b>Development Consultant</b>	\$0
<b>Other Consultant:</b>	\$0
<b>Other Consultant:</b>	\$0
<b>Soft Cost Contingency</b>	\$0
<b>Other Development Costs</b>	\$0
<b>Subtotal - General Development Costs (Soft Costs)</b>	<b>\$3,638,207</b>
<b>Developer Overhead:</b>	
<b>Developer Overhead</b>	\$136,000
<b>Subtotal Developer Fee and Overhead</b>	<b>\$136,000</b>



### Summary of Subtotals

Item	Budgeted
Sales/Revenue	\$36,700,000
Pre-Permit Land Value	\$4,645,000
Residential Construction	\$18,378,023
Site Work (Hard Costs)	\$1,448,000
General Conditions, Builder's Overhead & Profit (Hard Costs)	\$3,335,389
General Development Costs (Soft Costs)	\$3,638,207
Developer Fee and Overhead	\$136,000

### Summary

Total Sales/Revenue	\$36,700,000
Total Uses (TDC)	\$31,580,619
Profit (Loss) from Sales Revenue	\$5,119,381
Percentage of Profit (Loss) Over the Total Development Costs (TDC)	16.2105

### Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

#### Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION, AND CERTIFICATION

*In order to issue Site Approval MassHousing must find (as required by 760 CRM 56.04 (4)) that the applicant is either a non-profit public agency or would be eligible to apply as a Limited Dividend Organization and meets the general eligibility standards of the program.*

#### Development Team:

Company Name	Contact Name	Contact Role	Applicant	Dev Entity	Primary
1025 Mass Ave LLC	Matthew Maggiore	Developer	Yes	Yes	Yes

#### Entities Responsible for Development Tasks:

Development Task	Developer / Applicant	Contact Name / Company
------------------	-----------------------	------------------------

#### Affiliated Entities:

Company Name	Individual Name	Affiliation	Relation
Maggiore Construction Corporati	Matthew Maggiore	Related Affiliate	Applicant

# Attachment 5.1

New England Fund Lender Letter of Interest





March 24, 2022

Mr. Matthew P. Maggiore  
1025 Mass Ave LLC  
C/O Maggiore Companies  
13 Wheeling Avenue  
Woburn, MA 01801

Re: 1025 Mass Ave LLC  
48 Condominium Units  
Massachusetts Avenue, Arlington, MA ("Project")

Dear Mr. Maggiore:

I am writing in connection with the Site Approval Application for Comprehensive Permit Site Approval under Massachusetts General Laws Chapter 40B ("Application") made by 1025 Mass Ave LLC ("Applicant") in connection with the above referenced Project.

Cambridge Savings Bank ("the Bank") is a member bank of the Federal Home Loan Bank of Boston.

We have had preliminary discussions with you regarding the provision of financing for the Project using the New England Fund ("NEF") program. Please consider this letter an expression of the Bank's interest in providing financing for the Project under the NEF program.

If financing were currently obtained for the Project from the Bank under the NEF program, projected loan terms would include:

Maximum Loan to Value: 75%

Maximum Loan to Cost: 75%

Maximum Loan Term: 3 years; comprised of a maximum 24-month construction period followed by a 12-month marketing/sales period.

Interest Rate: Floating at the Wall Street Journal Prime rate plus 0.75% with a floor rate of 3.75%.

Amortization: Interest only throughout the loan term.

However, nothing in this letter should be construed as a commitment or undertaking on the Bank's part either expressed or implied to loan money or take any other action with the respect to the Project.

The Bank is well aware of the 1025 Mass Ave LLC (Maggiore Companies) experience as developers of housing and has no reason to believe they do not have the financial capacity or professional expertise required to succeed in their efforts with respect to this Project.

Please do not hesitate to contact me should you have any questions regarding the above.

Very truly yours,

  
David A. Ault  
Senior Vice President

# Attachment 5.2

Market Sale Comparables



Property Type(s): CC

Status: **UAG, SLD** Price:

Timeframe: **TODAY - 18 MONTHS**

Towns:

Advanced Criteria: **Street #: 1090; Street Name(s): Massachusetts avenue; Zip Code(s): 02476; Zip Code Radius: 3 mile(s); Living Area Total (SqFt): 700-1500; Year Built: 2016-2022**

### Condominium Listings



📷 x39 📄

**MLS #: 72945720**  
2 Manor Ter U: 202  
Lexington, MA 02420  
**DOM: 1 DTO: 1**  
**List \$/SqFt: \$603.41**

**Status: UAG**

**Ant. Sale Date: 04/29/2022**  
**Off Mkt: 02/25/2022**

**List Price: \$779,000**  
**List Date: 02/24/2022**  
**Taxes: 2021 \$9,094.48**  
**Assoc.: Yes \$348/mo**

**Style: Condo - Low-Rise**

**Rooms: 6      Beds: 2**  
**Garage: 2      Parking: 2**

**Baths: 2f 0h**  
**Fireplaces: 0**

**Outdoor Space:**

**Master Bath: Yes**  
**Year Built: 2017**

**Living Area: 1,291 SqFt**  
**Pets:**

**Remarks:** Rare offering to live in this recently built modern condo! Elegant hardwood flooring throughout, upgraded Stainless Appliances. Open Floor plan with a breakfast bar . Gas stove, crown molding. Additional adjustable recess lighting throughout the living room. A custom-designed laundry room provides...



📷 x32 📄

**MLS #: 72950483**  
24 Walnut Street U: 2  
Belmont, MA 02478  
**DOM: 6 DTO: 6**  
**List \$/SqFt: \$755.46**

**Status: UAG**

**Ant. Sale Date: 05/16/2022**  
**Off Mkt: 03/15/2022**

**List Price: \$899,000**  
**List Date: 03/09/2022**  
**Taxes: 2022 \$8,774.04**  
**Assoc.: Yes \$75/mo**

**Style: Condo - 2/3 Family**

**Rooms: 5      Beds: 3**  
**Garage: 0      Parking: 2**

**Baths: 2f 0h**  
**Fireplaces: 0**

**Outdoor Space: Yes - Private**

**Master Bath: Yes**  
**Year Built: 2019**

**Living Area: 1,190 SqFt**  
**Pets:**

**Remarks:** Bring the outdoors indoors just in time for Spring! This two year young condo boasts an open concept kitchen, dining room, and living room. This space beams with light from the floor to ceiling windows and slider that look out to Pequotsette Park, an absolute picture-perfect setting that you will fall...



📷 x31

**MLS #: 72869756**  
62 Maynard U: 62  
Arlington, MA 02474  
**DOM: 7 DTO: 7**  
**List \$/SqFt: \$598.21**  
**Sold \$/SqFt: \$629.91**

**Status: SLD**

**Sale Price: \$737,000**  
**Sold Date: 08/27/2021**  
**Off Mkt: 07/29/2021**

**List Price: \$699,900**  
**List Date: 07/22/2021**  
**Taxes: 2021 \$7,230.38**  
**Assoc.: Yes \$140/mo**

**Style: Condo - 2/3 Family**

**Rooms: 9      Beds: 2**  
**Garage: 0      Parking: 2**

**Baths: 1f 1h**  
**Fireplaces: 0**

**Outdoor Space: Yes - Private**

**Master Bath:**  
**Year Built: 2017**

**Living Area: 1,170 SqFt**  
**Pets: Yes w/ Restrictions**

**Remarks:** This gorgeous condo has it all! Gutted to the studs so everything NEW 2017: roof, windows, gas burner, tankless water heater, stunning kitchen, bathrms, gleaming HW & 2 composite decks overlooking picture-perfect fenced-in yard w/patio & all of this in a quiet neighborhood with amazing LOCATION. Your...



📷 x19 ♿

**MLS #: 72900602**  
 40 Elmwood Avenue U: 8  
 Winchester, MA 01890  
**DOM: 7 DTO: 7**  
**List \$/SqFt: \$752.24**  
**Sold \$/SqFt: \$733.02**

**Status: SLD**

**Sale Price: \$950,000**  
**Sold Date: 11/19/2021**  
**Off Mkt: 10/04/2021**

**List Price: \$974,900**  
**List Date: 09/27/2021**  
**Taxes: 2021 \$0**  
**Assoc.: Yes \$662.78/mo**

**Style: Condo - Mid-Rise**  
**Rooms: 5 Beds: 2**  
**Garage: 1 Parking: 0**

**Baths: 2f 0h**  
**Fireplaces: 0**  
**Outdoor Space: Yes - Private**  
**Master Bath: Yes**  
**Year Built: 2021**

**Living Area: 1,296 SqFt**  
**Pets: Yes**

**Remarks:** The penthouse units are sold but that doesn't mean you can't have the NEXT BEST THING ... all while saving some big bucks!! Unit 8 at Allegro is NO sacrifice and boasts a front facing, corner location. Whether you are looking to downsize or just starting out don't miss your chance as there are ONLY 5...



📷 x42 ♿

**MLS #: 72937571**  
 2 Manor Terrace U: 247  
 Lexington, MA 02420  
**DOM: 12 DTO: 5**  
**List \$/SqFt: \$608.06**

**Status: UAG**

**Ant. Sale Date: 04/15/2022**  
**Off Mkt: 02/08/2022**

**List Price: \$785,000**  
**List Date: 01/27/2022**  
**Taxes: 2021 \$9,094**  
**Assoc.: Yes \$348/mo**

**Style: Condo - Mid-Rise**  
**Rooms: 5 Beds: 2**  
**Garage: 1 Parking: 0**

**Baths: 2f 0h**  
**Fireplaces: 1**  
**Outdoor Space: Yes - Common**  
**Master Bath: Yes**  
**Year Built: 2017**

**Living Area: 1,291 SqFt**  
**Pets: Yes**

**Remarks:** PENTHOUSE OVERLOOKING TREETOPS; MANOR HOUSE IN LEXINGTON; This stunning unit has many upgrades including gas fireplace (10K) and tiled second bath (10K) as well as recessed lighting, granite counters, stainless steel appliances, in unit Electro Lux side by side washer dryer w/tons of storage, and...



📷 x26 ♿

**MLS #: 72807098**  
 2 Manor Ter U: 236  
 Lexington, MA 02420  
**DOM: 14 DTO: 5**  
**List \$/SqFt: \$615.80**  
**Sold \$/SqFt: \$625.87**

**Status: SLD**

**Sale Price: \$808,000**  
**Sold Date: 05/11/2021**  
**Off Mkt: 04/15/2021**

**List Price: \$795,000**  
**List Date: 04/01/2021**  
**Taxes: 2020 \$7,783.70**  
**Assoc.: Yes \$348/mo**

**Style: Condo - Low-Rise**  
**Rooms: 5 Beds: 2**  
**Garage: 1 Parking: 1**

**Baths: 2f 0h**  
**Fireplaces: 0**  
**Outdoor Space: Yes - Private**  
**Master Bath: Yes**  
**Year Built: 2017**

**Living Area: 1,291 SqFt**  
**Pets:**

**Remarks:** Rare offering to live in this newly renovated modern condo! The owner has installed hardwood flooring, Bosch appliance, and Samsung laundry. The whole unit receives plenty of natural light during the daytime and has access to a private balcony. The Master bedroom has a California-style closet that opens...



📷 x23 ♿

**MLS #: 72812186**  
 2 Manor Ter U: 212  
 Lexington, MA 02421  
**DOM: 19 DTO: 19**  
**List \$/SqFt: \$577.07**  
**Sold \$/SqFt: \$553.83**

**Status: SLD**

**Sale Price: \$715,000**  
**Sold Date: 06/23/2021**  
**Off Mkt: 04/28/2021**

**List Price: \$745,000**  
**List Date: 04/09/2021**  
**Taxes: 2021 \$9,094.48**  
**Assoc.: Yes \$348/mo**

**Style: Condo - Low-Rise**  
**Rooms: 5 Beds: 2**  
**Garage: 1 Parking: 0**

**Baths: 2f 0h**  
**Fireplaces: 0**  
**Outdoor Space: Yes - Common**  
**Master Bath: Yes**  
**Year Built: 2017**

**Living Area: 1,291 SqFt**  
**Pets: Yes w/ Restrictions**

**Remarks: \*MOTIVATED SELLER\*** - This stunning, tastefully decorated 2nd floor front unit enjoys afternoon sun w/ its SW exposure & shows as beautifully as it did the day it was built. Open concept floor plan includes a lovely kitchen w/ white Starmark cabinetry, granite counters, & ss appliances, large peninsula,...





📷 x21 📏 🚗 ♿

**MLS #: 72731398**

17 Holland St U: 302

Somerville, MA: Davis Square 02144

**DOM: 20 DTO: 20**

**List \$/SqFt: \$945.82**

**Sold \$/SqFt: \$917.30**

**Status: SLD**

**Sale Price: \$965,000**

**Sold Date: 12/04/2020**

**Off Mkt: 10/13/2020**

**Style: Condo - Mid-Rise**

**Rooms: 4**

**Beds: 2**

**Baths: 2f 1h**

**Garage: 0**

**Parking: 0**

**Fireplaces: 0**

**Outdoor Space: No**

**Master Bath: Yes**

**Year Built: 2020**

**List Price: \$995,000**

**List Date: 09/23/2020**

**Taxes: 2020 \$9,999,999**

**Assoc.: Yes \$200/mo**

**Living Area: 1,052 SqFt**

**Pets: Yes**

**Remarks:** Davis Sq Lofts! Once in a lifetime opportunity to own an exquisite, newly constructed, and highly stylized condominium right in the heart of trendy Davis Sq. This inspired gem is one of seven brand new units in the former home of Johnny D's. With dramatic floor-to-ceiling paneled windows throughout,...



📷 x34

**MLS #: 72875987**

2 Manor Terrace U: 218

Lexington, MA 02420

**DOM: 20 DTO: 6**

**List \$/SqFt: \$564.68**

**Sold \$/SqFt: \$550.74**

**Status: SLD**

**Sale Price: \$711,000**

**Sold Date: 09/24/2021**

**Off Mkt: 08/23/2021**

**Style: Condo - Mid-Rise**

**Rooms: 5**

**Beds: 2**

**Baths: 2f 0h**

**Garage: 1**

**Parking: 1**

**Fireplaces: 0**

**Outdoor Space:**

**Master Bath:**

**Year Built: 2017**

**List Price: \$729,000**

**List Date: 08/04/2021**

**Taxes: 2021 \$9,094**

**Assoc.: Yes \$348/mo**

**Living Area: 1,291 SqFt**

**Pets:**

**Remarks:** PRICED TO SELL! FRESHLY PAINTED. Modern condo unit in The Manor House of Lexington! Open concept kitchen connects a bright living room, which has a glass door to a private balcony that provides beautiful views. Granite countertops & a large peninsula. Master bedroom with walk-in closet leads to a master...



📷 x15 📏

**MLS #: 72855259**

11 Tannery Brook Row U: 1

Somerville, MA: Davis Square 02144

**DOM: 35 DTO: 20**

**List \$/SqFt: \$984.73**

**Sold \$/SqFt: \$984.73**

**Status: SLD**

**Sale Price: \$1,225,000**

**Sold Date: 07/29/2021**

**Off Mkt: 07/19/2021**

**Style: Condo - Mid-Rise**

**Rooms: 5**

**Beds: 3**

**Baths: 2f 0h**

**Garage: 1**

**Parking: 0**

**Fireplaces: 1**

**Outdoor Space: Yes - Private**

**Master Bath: Yes**

**Year Built: 2018**

**List Price: \$1,225,000**

**List Date: 06/23/2021**

**Taxes: 2021 \$13,106.38**

**Assoc.: Yes \$412/mo**

**Living Area: 1,244 SqFt**

**Pets: Yes**

**Remarks:** The 25 year old in you wants to live a quick jaunt from live music, candlepin bowling, craft beer, and the city's best rib joint. The grownup in you wants garage parking, an elevator; a close by farmer's market, wine shop, and old-fashioned butcher. Both of you crave space to cook, work, and have room...



📷 x23 📏 🚗 ♿

**MLS #: 72787576**

17 Holland St U: 201

Somerville, MA: Davis Square 02144

**DOM: 68 DTO: 68**

**List \$/SqFt: \$983.01**

**Sold \$/SqFt: \$948.03**

**Status: SLD**

**Sale Price: \$675,000**

**Sold Date: 06/14/2021**

**Off Mkt: 04/27/2021**

**Style: Condo - Mid-Rise**

**Rooms: 3**

**Beds: 1**

**Baths: 1f 0h**

**Garage: 0**

**Parking: 1**

**Fireplaces: 0**

**Outdoor Space: No**

**Master Bath: No**

**Year Built: 2020**

**List Price: \$699,900**

**List Date: 02/18/2021**

**Taxes: 2020 \$9,999,999**

**Assoc.: Yes \$200/mo**

**Living Area: 712 SqFt**

**Pets: Yes**

**Remarks:** Rare opportunity to own a newly constructed condominium right in the heart of trendy Davis Sq. This inspired gem is one of seven brand new units in the former home of Johnny D's. With floor-to-ceiling Marvin windows throughout, this loft-style home is a true sun palace. The European style kitchen boasts...



📷 x23 ♿

**MLS #: 72736938**  
 17 Holland St U: 303  
 Somerville, MA: Davis Square 02144  
**DOM: 98 DTO: 98**  
**List \$/SqFt: \$930.98**  
**Sold \$/SqFt: \$916.61**

**Status: SLD**  
**Sale Price: \$1,275,000**  
**Sold Date: 04/03/2021**  
**Off Mkt: 02/15/2021**

**List Price: \$1,295,000**  
**List Date: 10/03/2020**  
**Taxes: 2020 \$9,999,999**  
**Assoc.: Yes \$250/mo**

**Style: Condo - Mid-Rise**  
**Rooms: 5 Beds: 3 Baths: 3f 0h**  
**Garage: 0 Parking: 1 Fireplaces: 0**  
**Outdoor Space: No Master Bath: Yes**  
**Year Built: 2020 Living Area: 1,391 SqFt**  
**Pets: Yes**

**Remarks:** Rare opportunity to own a newly constructed condominium-loft right in the heart of trendy Davis Sq. With Marvin windows throughout, this home is a true sun palace. The European style kitchen boasts a granite waterfall peninsula, high-end stainless appliances, a unique over-the-stove pot filler, and...



📷 x28 🟩 ♿

**MLS #: 72846475**  
 40 Elmwood Avenue U: 3  
 Winchester, MA 01890  
**DOM: 103 DTO: 103**  
**List \$/SqFt: \$751.33**  
**Sold \$/SqFt: \$751.33**

**Status: SLD**  
**Sale Price: \$849,000**  
**Sold Date: 10/18/2021**  
**Off Mkt: 09/20/2021**

**List Price: \$849,000**  
**List Date: 06/09/2021**  
**Taxes: 2021 \$0**  
**Assoc.: Yes \$606.45/mo**

**Style: Condo - Mid-Rise**  
**Rooms: 5 Beds: 2 Baths: 2f 0h**  
**Garage: 1 Parking: 0 Fireplaces: 0**  
**Outdoor Space: Yes - Private Master Bath: Yes**  
**Year Built: 2021 Living Area: 1,130 SqFt**  
**Pets: Yes**

**Remarks:** al'le'gro | at a brisk tempo. Much like how we live our busy lives. Living Allegro means having convenience outside your door in the heart of Winchester center. Picture yourself strolling down for your morning cup of joe, then over for a quick visit to the farmers market to pick up some fresh items for...



📷 x35 🟩

**MLS #: 72848718**  
 2 Manor Ter U: 235  
 Lexington, MA 02420  
**DOM: 105 DTO: 42**  
**List \$/SqFt: \$619.60**  
**Sold \$/SqFt: \$588.69**

**Status: SLD**  
**Sale Price: \$760,000**  
**Sold Date: 09/15/2021**  
**Off Mkt: 08/03/2021**

**List Price: \$799,900**  
**List Date: 06/11/2021**  
**Taxes: 2021 \$9,094**  
**Assoc.: Yes \$348/mo**

**Style: Condo - Low-Rise**  
**Rooms: 5 Beds: 2 Baths: 2f 0h**  
**Garage: 1 Parking: 1 Fireplaces: 0**  
**Outdoor Space: Master Bath: Yes**  
**Year Built: 2017 Living Area: 1,291 SqFt**  
**Pets:**

**Remarks:** Open House 2:30-4pm..Best unit in the building. Rare offering to live in this newly renovated modern condo! The owner has installed hardwood flooring, Upgraded Stainless Appliances. The whole unit receives plenty of natural light during the daytime and has access to a private balcony. The Master bedroom ...



📷 x21 📷 🟩 ♿

**MLS #: 72750493**  
 17 Holland St U: 202  
 Somerville, MA: Davis Square 02144  
**DOM: 109 DTO: 109**  
**List \$/SqFt: \$945.82**  
**Sold \$/SqFt: \$964.83**

**Status: SLD**  
**Sale Price: \$1,015,000**  
**Sold Date: 04/02/2021**  
**Off Mkt: 02/15/2021**

**List Price: \$995,000**  
**List Date: 10/29/2020**  
**Taxes: 2020 \$9,999,999**  
**Assoc.: Yes \$200/mo**

**Style: Condo - Mid-Rise**  
**Rooms: 4 Beds: 2 Baths: 2f 1h**  
**Garage: 0 Parking: 1 Fireplaces: 0**  
**Outdoor Space: No Master Bath: Yes**  
**Year Built: 2020 Living Area: 1,052 SqFt**  
**Pets: Yes**

**Remarks:** Rare opportunity to own a newly constructed loft-condominium right in the heart of trendy Davis Sq. With dramatic floor-to-ceiling Marvin windows, this home is a true sun palace. The European style kitchen boasts a granite waterfall peninsula, high-end stainless appliances, and custom cabinets. Setting...





📷 x38 🚗 🚸

**MLS #: 72743023**

**Status: SLD**

17 Holland St U: 301

Somerville, MA: Davis Square 02144

**DOM: 125 DTO: 125**

**Sale Price: \$724,000**

**List \$/SqFt: \$1,053.23**

**Sold Date: 05/03/2021**

**Sold \$/SqFt: \$1,016.85**

**Off Mkt: 02/16/2021**

**Style: Condo - Mid-Rise**

**Outdoor Space: No**

**Rooms: 3**

**Beds: 1**

**Baths: 1f 0h**

**Master Bath: No**

**Living Area: 712 SqFt**

**Garage: 0**

**Parking: 1**

**Fireplaces: 0**

**Year Built: 2020**

**Pets: Yes**

**Remarks:** Rare opportunity to own a newly constructed condominium right in the heart of trendy Davis Sq. This inspired gem is one of seven brand new units in the former home of Johnny D's. With floor-to-ceiling Marvin windows throughout, this loft-style home is a true sun palace. The European style kitchen boasts...

**List Price: \$749,900**

**List Date: 10/14/2020**

**Taxes: 2020 \$9,999,999**

**Assoc.: Yes \$200/mo**



📷 x40 🚗 🚸

**MLS #: 72743027**

**Status: SLD**

17 Holland St U: 203

Somerville, MA: Davis Square 02144

**DOM: 147 DTO: 147**

**Sale Price: \$1,265,000**

**List \$/SqFt: \$930.98**

**Sold Date: 04/23/2021**

**Sold \$/SqFt: \$909.42**

**Off Mkt: 03/10/2021**

**Style: Condo - Mid-Rise**

**Outdoor Space: No**

**Rooms: 5**

**Beds: 3**

**Baths: 3f 0h**

**Master Bath: Yes**

**Living Area: 1,391 SqFt**

**Garage: 0**

**Parking: 1**

**Fireplaces: 0**

**Year Built: 2020**

**Pets: Yes**

**Remarks:** Once in a lifetime opportunity to own a newly constructed loft-condominium right in the heart of trendy Davis Sq. With over-sized Marvin windows throughout, this home is a true sun palace. The European style kitchen boasts a granite waterfall peninsula, high-end stainless appliances, a unique...

**List Price: \$1,295,000**

**List Date: 10/14/2020**

**Taxes: 2020 \$9,999,999**

**Assoc.: Yes \$250/mo**



📷 x28 🚗 🚸

**MLS #: 72904607**

**Status: UAG**

40 Elmwood Avenue U: 2

Winchester, MA 01890

**DOM: 150 DTO: 150**

**Ant. Sale Date: 04/18/2022**

**List \$/SqFt: \$856.18**

**Off Mkt: 03/04/2022**

**Style: Condo - Mid-Rise**

**Outdoor Space: Yes - Private**

**Rooms: 5**

**Beds: 2**

**Baths: 2f 0h**

**Master Bath: Yes**

**Living Area: 1,342 SqFt**

**Garage: 2**

**Parking: 0**

**Fireplaces: 0**

**Year Built: 2021**

**Pets: Yes**

**Remarks:** One of our latest unveilings is unit #2 ... quite possibly one of the best units in the entire building. The ONLY non-penthouse unit boasting (2) garage parking spaces. PLUS it has the LARGEST private patio offered at Allegro! A HUGE BONUS!! Picture yourself strolling Downtown for your morning cup of...

**List Price: \$1,149,000**

**List Date: 10/05/2021**

**Taxes: 2021 \$0**

**Assoc.: Yes \$719.67/mo**



📷 x25 🚗 🚸

**MLS #: 72904606**

**Status: UAG**

40 Elmwood Avenue U: 6

Winchester, MA 01890

**DOM: 162 DTO: 162**

**Ant. Sale Date: 05/31/2022**

**List \$/SqFt: \$732.82**

**Off Mkt: 03/16/2022**

**Style: Condo - Mid-Rise**

**Outdoor Space: Yes - Private**

**Rooms: 5**

**Beds: 2**

**Baths: 2f 0h**

**Master Bath: Yes**

**Living Area: 1,295 SqFt**

**Garage: 1**

**Parking: 0**

**Fireplaces: 0**

**Year Built: 2021**

**Pets: Yes**

**Remarks:** It may not seem it, but Spring will be here before we know it! Can't you feel it getting closer? We can! After a long winter we all get restless and are ready to be enjoying the outdoors! We can't think of a better way to kick-off the season than in a brand new luxury condominium building in DOWNTOWN...

**List Price: \$949,000**

**List Date: 10/05/2021**

**Taxes: 2021 \$0**

**Assoc.: Yes \$656.52/mo**

**Condominium Listings: 19 Avg. Liv. Area SqFt: 1195.95 Avg. List \$: \$916,237 Avg. List \$/SqFt: \$779 Avg. DOM: 63.58 Avg. DTO: 57.89 Avg. Sale \$: \$905,286 Avg. Sale \$/SqFt: \$792**

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# QUALIFICATIONS & CERTIFICATIONS



### Summary of Subtotals

Item	Budgeted
Sales/Revenue	\$36,700,000
Pre-Permit Land Value	\$4,645,000
Residential Construction	\$18,378,023
Site Work (Hard Costs)	\$1,448,000
General Conditions, Builder's Overhead & Profit (Hard Costs)	\$3,335,389
General Development Costs (Soft Costs)	\$3,638,207
Developer Fee and Overhead	\$136,000

### Summary

Total Sales/Revenue	\$36,700,000
Total Uses (TDC)	\$31,580,619
Profit (Loss) from Sales Revenue	\$5,119,381
Percentage of Profit (Loss) Over the Total Development Costs (TDC)	16.2105

### Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

#### Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION, AND CERTIFICATION

*In order to issue Site Approval MassHousing must find (as required by 760 CRM 56.04 (4)) that the applicant is either a non-profit public agency or would be eligible to apply as a Limited Dividend Organization and meets the general eligibility standards of the program.*

#### Development Team:

Company Name	Contact Name	Contact Role	Applicant	Dev Entity	Primary
1025 Mass Ave LLC	Matthew Maggioro	Developer	Yes	Yes	Yes
Patriot Engineering	Michael Novak	Consultant - Architect and Engineering	No	No	No
Maggioro Construction Cor	Matthew Maggioro	Contractor	No	No	No
Davis Malm Attorneys	Paul Feldman	Attorney	No	No	No
Cambridge Savings Bank	David Ault	Consultant - Financing Package	No	No	No
LEC Environmental Consul	Richard Kirby	Consultant - Local Permit	No	No	Yes

#### Entities Responsible for Development Tasks:

Development Task	Developer / Applicant	Contact Name / Company
Architecture and Engineering	No	Patriot Engineering , Michael Novak
Construction Management	No	Maggioro Construction Corporation, M
Finance Package	No	Cambridge Savings Bank, David Ault
Local Permitting	No	Davis Malm Attorneys, Paul Feldman

#### Affiliated Entities:

Company Name	Individual Name	Affiliation	Relation
Maggioro Construction Corporati	Matthew Maggioro	Related Affiliate	Applicant

### Summary of Subtotals

Item	Budgeted
Sales/Revenue	\$36,700,000
Pre-Permit Land Value	\$4,645,000
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#### Development Team:

Company Name	Contact Name	Contact Role	Applicant	Dev Entity	Primary
1025 Mass Ave LLC	Matthew Maggiore	Developer	Yes	Yes	Yes

#### Entities Responsible for Development Tasks:

Development Task	Developer / Applicant	Contact Name / Company
------------------	-----------------------	------------------------

#### Affiliated Entities:

Company Name	Individual Name	Affiliation	Relation
Maggiore Construction Corporation	Matthew Maggiore	Related Affiliate	Applicant



**Previous Applications:**

<b>Project Name:</b>	<b>Filing Date:</b>
<b>Municipality:</b>	<b>Decision Date:</b>
<b>Subsidizing Agency:</b>	<b>Decision:</b>
<b>Type:</b>	<b>Other Reference:</b>

## Certification and Acknowledgement

I hereby certify on behalf of the Applicant, under pains and penalties of perjury, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

*(Please attach a written explanation for all of the following questions that are answered with a "Yes". Explanations should be attached to this Section 6.)*

Question	Answer
Is there pending litigation with respect to any of the Applicant Entities ?	No
Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities ?	No
Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes , reporting of employees and contractors, or withholding of child support?	No
Have any of the Applicant Entities ever been the subject of a felony indictment or conviction ?	No
During the last 10 years, have any of the Applicant Entities ever been party to a lawsuit involving fraud , gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy?	No
Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions?	No
Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements ?	No
Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts , and any agency, authority or instrument thereof?	No

I further certify that the information set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my/our knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project; and

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in a Regulatory Agreement by and between the Applicant and MassHousing.

I hereby acknowledge that will be required to provide financial surety by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the examined Cost Certification as required by 760 CMR 56.04(8) and the Regulatory Agreement, or (ii) pay over to the Subsidizing Agency or the Municipality any funds in excess of the limitations on profits and distributions from capital sources as required by 760 CMR 56.04(8) and as set forth in the Regulatory Agreement.

**Signature:** \_\_\_\_\_

**Name:** Matthew Maggiore

**Title:** Manager

**Date:** 03/30/2022



# Attachments 6.1

Development Team Qualifications

#### 6.1 Development Team Qualifications (required):

Attached please find resumes for Matthew Maggiore, President, David Mann, Director of Construction and Jacquelyn Maggiore, Director of Real Estate Marketing.

#### **Development Team:**

For over 45 years, The Maggiore Companies have provided expert, skilled construction management and property development services across New England. Matthew Maggiore and David Mann, who have each been with the company for over two decades, have been integral in strategically growing the operation to what it is today. Their expert knowledge of development and construction management has enabled them to expand Maggiore's multifamily residential development portfolio tremendously, totaling more than 650 units constructed and sold since 2006.

#### *Relevant Project Experience:*

PROJECT	YEAR COMPLETED	LOCATION	UNITS	INCLUSIONARY COMPONENT
Salem Place	2005	Woburn, MA	100	Woburn Housing Authority Inclusionary Housing Program
Heron Pond	2008	Wakefield, MA	107	40B Project (permitted by others)
Residences at the East School	Converted in 2014	Stoneham, MA	3	
Residences at Franklin School	Covered in 2015	Wakefield, MA	20	
Wakefield Station	2017	Wakefield, MA	60	Local Initiative Program
Davis353	2018	Somerville, MA		Local Initiative Program
Trouvaille	2019	Woburn, MA	112	Local Initiative Program
Rise475	2020	Reading, MA	29	40R Project

#### **Design Team:**

Harrison Mulhern is a 25-year-old year old architectural firm based in Winchester, MA. The firm's founder and principal, Chris Mulhern, and his experienced staff are committed to finding unique design solutions that fulfill the needs of their clients by approaching each design project with careful consideration that yields highly customized results. Maggiore has worked with Harrison Mulhern on several successful commercial and residential projects throughout the years. The signature residential projects Maggiore and Mulhern have collaborated on are Wakefield Station, a sixty-unit mixed use development in Wakefield, MA and Lookout Lake Winnepesaukee, a forty-eight-townhome development in Laconia, NH.



**Legal Team:**

Paul Feldman has spent his entire legal career at Davis Malm and has served as firm president for fifteen years. He specializes in real estate acquisitions, leasing, permitting and financing but also has extensive experience working on environmental matters especially pertaining to wetlands permitting. Paul has been representing the Maggiore Companies for twenty-two years and has been an integral part of permitting all development endeavors.

**Financing Team:**

David Ault has been a Senior Vice President at Cambridge Savings Bank since 2005. He specializes in providing construction financing for commercial investment and residential development properties. The Maggiore Companies worked with David Ault to acquire construction financing on the Davis353 and the Rise475 projects. Cambridge Savings Bank provided a FHLB letter expressing interest in becoming the construction lender for the 1021-205 Massachusetts Avenue project.

**Marketing Team:**

Jacquelyn Maggiore has served as the Director of Real Estate Marketing for the Maggiore Companies for the past decade. She manages the development and implementation of marketing campaigns for all projects and acts as a liaison between the developer and the sales or leasing team.

The Maggiore Companies have selected Compass- the Lynch/ McAdam's team for the sales of this project. Albert Lynch and Colleen McAdams have many years of experience in real estate sales and are very well respected in the brokerage community. Colleen McAdams worked with Maggiore to the successful pre-construction sale of all sixty units at Wakefield Station.

MATTHEW P. MAGGIORE

## EXPERIENCE

2001-Present    The Maggiore Companies                      Woburn, MA  
*Property Manager / Project Manager*

- Property management of over 2 million square feet of commercial property, including scheduling of general maintenance, minor repairs, and maintaining tenant-landlord relations.
- Responsible for showing property to perspective clients, negotiating leases, and completing tenant construction fit ups.
- Work with senior construction personnel on the management of construction projects ranging from \$10,000.00 to \$20,000,000.00.

2006-Present Maggiore Construction Corp. Woburn, MA  
*President*

- Manage the day to day operations of a medium-size construction and development firm with an annual volume of \$25,000,000.00 to \$35,000,000.00
- Oversee sProject Management and Estimating Department
- Pre-development and permitting of large scale residential and commercial projects for Maggiore property portfolio

## EDUCATION

1997-2001	Skidmore College	Saratoga Springs, NY
-----------	------------------	----------------------

- Bachelor of Science in Business Management

2001-2003      Northeastern University      Burlington, MA

- Construction Project Management



## **DAVID P. MANN**

**39 Whiting Road  
Oxford, MA 01540  
[dave@maggiore.co](mailto:dave@maggiore.co)**

### **Experience :**

**MAGGIORE CONSTRUCTION CORP., Woburn, MA**

June 2000 to Present – Director of Construction

June 1997 to June 2000 – Sr. Project Manager

#### **Responsibilities Include:**

- Manage field operations on all construction projects
- Oversight of all field construction personnel
- Oversight of design and estimating departments
- Oversight of project management personnel
- Project Scheduling and Coordination
- Pre-Construction
- Permit and approval processes
- Negotiate and administer Owner/Builder contracts.
- Completed contracts to date in excess of \$500 Million

**H.W. Barss & Co., Inc. – Design/Build General Contractors, Southborough, MA**

February 1987 to June 1997 – Sr. Project Manager

**Tusha-Euper Construction Co., Lubbock, TX**

May 1984 to January 1987 – Planning Coordinator – Project Manager

### **Education:**

Texas Tech University – Lubbock, TX

B.S. in Engineering Technology – Construction Specialization, May 1985

# Jacquelyn Evana Maggiore

(781) 718-2006 | jemaggiore@gmail.com

## Education

**Stonehill College**, Easton, MA

May 2012

Bachelor of Science in Business Administration

**Major:** Management | **Minor:** Economics

**Honors:** Dean's List, Cum Laude

## Work Experience

**The Maggiore Companies**, Woburn, MA

*Director of Real Estate Marketing*

January 2014 – Present

- Responsible for managing the marketing and real estate departments of a 45 year old development company.
- Oversees all communications, public relations and promotional activities for the organization and its in-house construction company.
- Manages the leasing activities of the entire Maggiore portfolio: including: scheduling tours, conducting showings, responding to RFPs, and negotiating throughout the leasing process.
- Collaborated with a team of graphic designers to develop entirely new branding and marketing collateral launched in 2019.

**The New England Equitation Championship**

*Co-Director of Advertising & Sponsorship*

2013– Present

- Develops and implements a comprehensive fundraising and corporate sponsorship plan designed to secure financial support in excess of one hundred thousand dollars for a multi-day elite equestrian competition.
- Solicits, cultivates and executes year-round management of prospects and current donors including corporations, farms, and individuals.
- Develops proposals, sponsorship packages and contracts and manages the sponsor solicitation process.
- Creates and oversees the production of all promotional mailings, printed pieces and web/ social media communications as related to fundraising including the Prize List and Official Program.
- Manages all donor tracking and follows-up and handles all QuickBooks data entry, billing, payment receipt and end of the year accounting activities.

**Parsons Commercial Group (PCG)**, Framingham, MA

May 2012 – January 2014

*Associate Sales and Leasing Agent*

- Represented both landlords and tenants in the sales/purchasing and leasing of multi-million dollar commercial office, industrial, and retail properties
- Prospected and met with new clients on sale and lease listings and for tenant representation assignments
- Assisted with the marketing and transacting of PCG listings, including: Scheduling tours, conducting showings, responding to RFPs, and negotiating for the client throughout the sales & leasing process
- Executed property and market surveys, developed a rapport with other listing brokers in the market, worked with property management division to coordinate tenant fit-ups for the space

## Activities

**Rosie's Place**| Boston, *Volunteer*

1999 – Present

- Participate in special projects in support of a women's homeless shelter in Boston

**New England and Florida AAA Equestrian Circuit**, *Individual Equestrian Competitor*

1995 – Present

- Nationally ranked (top 3) amateur hunter rider
- Responsible for the care of multiple horses
- Compete regularly, committing many hours each week, year round to competition and practice
- Travel extensively throughout the year to compete in national competitions and accumulate points to qualify for finals

## Skills and Professionals Affiliations

**Language:** Proficient in English, Conversational in Spanish, Conversational in American Sign Language

**Computer:** Microsoft Word, Excel, PowerPoint, Outlook, Adobe Photoshop

**Social Media:** Experienced in the social media platforms of Facebook, Twitter, and Instagram,

**Professional Affiliations:** Massachusetts Licensed Real Estate Broker



# Attachment 6.3

Request for Fair Housing Experience

### 6.3 Request for Fair Housing Experience (required):

Although we have not previously developed a 40B project, we have developed several projects with inclusionary housing components. In each case, a Regulatory Agreement with either of the Massachusetts Department of Housing and Community Development or the Municipal Housing Authority was completed. Pursuant to those agreements, we engaged in a lottery process for the affordable units after appropriate marketing and for each project we hired a monitoring agent to perform obligations as set for the Regulatory Agreements.

We have familiarized ourselves with the 40B regulations and are prepared to successfully complete the permitting process.



# Attachment 6.5

Signed Certifications & Acknowledgement

## Certification and Acknowledgement

I hereby certify on behalf of the Applicant, under pains and penalties of perjury, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

*(Please attach a written explanation for all of the following questions that are answered with a "Yes". Explanations should be attached to this Section 6.)*

Question	Answer
Is there pending litigation with respect to any of the Applicant Entities ?	No
Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities ?	No
Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes , reporting of employees and contractors, or withholding of child support?	No
Have any of the Applicant Entities ever been the subject of a felony indictment or conviction ?	No
During the last 10 years, have any of the Applicant Entities ever been party to a lawsuit involving fraud , gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy?	No
Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions?	No
Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements ?	No
Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts , and any agency, authority or instrument thereof?	No

I further certify that the information set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my/our knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project; and

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in a Regulatory Agreement by and between the Applicant and MassHousing.

I hereby acknowledge that will be required to provide financial surety by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the examined Cost Certification as required by 760 CMR 56.04(8) and the Regulatory Agreement, or (ii) pay over to the Subsidizing Agency or the Municipality any funds in excess of the limitations on profits and distributions from capital sources as required by 760 CMR 56.04(8) and as set forth in the Regulatory Agreement.

Signature: \_\_\_\_\_

Name: Matthew Maggiore

Title: Manager

Date: 03/30/2022



# NOTIFICATIONS & FEES

## Application for Chapter 40B Project Eligibility / Site Approval

### for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

#### Section 7: NOTIFICATION AND FEES

##### Notices

Event	Date
Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing:	04/04/2022
Date of Pre-Application Meeting with MassHousing:	04/25/2022
Date copy of complete application sent to chief elected office of municipality:	
Date notice of application sent to DHCD:	

##### Fees

All fees that are payable to MassHousing should be sent via ACH/Wire Transfer. Please contact MassHousing for the ACH/Wire Transfer instructions.

Fees payable to the Massachusetts Housing Partnership should be sent directly to MHP with the [MHP Cover Letter](#)

Fee	Amount	Instructions
MassHousing Application Processing Fee:	\$7,650	payable to MassHousing
Chapter 40B Technical Assistance/Mediation Fee:	\$2,500	(Limited Dividend Sponsor \$2,500, Non-Profit or Public Agency Sponsor \$1,000)
Unit Fee:	\$2,500	(\$50 per Unit)
Total TA/Mediation and Unit Fee:	\$5,000	(Payable to Massachusetts Housing Partnership)

Land Appraisal Cost: You will be required to pay for an "as-is" market value appraisal of the Site to be commission by MassHousing. MasHousing will contact you once a quote has been received for the cost of the appraisal.



## SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

MassHousing encourages housing development that is consistent with sustainable development designs and green building practices. Please provide information indicating that your development complies with either Method 1 or Method 2 of the Sustainable Development Principles

### Method 1 - Redevelop First

#### *If Rehabilitation:*

Rehabilitation/Redevelopment/Improvements to Structure	No
Rehabilitation/Redevelopment/Improvements to Infrastructure	No

#### *If New Construction:*

- Contributes to revitalization of town center or neighborhood	Yes
- Walkable to:	
(a) transit	Yes
(b) downtown or village center	No
(c) school	Yes
(d) library	Yes
(e) retail, services, or employment center	Yes
- Located in municipally-approved growth center	No

#### Explanation (Required):

The project is strategically located in an urban area of Arlington on Massachusetts Avenue with excellent walkability to several local attractions, schools, libraries, and recreational areas making this locations very desirable for all age groups.

## Method 2 - Consistency with Sustainable Development Principals

Development meets a minimum of **five (5)** of the Commonwealth's *Sustainable Development Principles* as shown in the next section below.

If the development involves strong municipal support, the development need only meet four (4) of the Sustainable Development Principles. However, one (1) of the Principles met must be **Protect Land and Ecosystems**. Please check the applicable boxes within the "Optional - Demonstration of Municipal Support" section below, include an explanation in the box if necessary and provide attachments where applicable.

### Optional - Demonstration of Municipal Support

- |   |    |
|---|----|
| - Letter of Support from the Chief Elected Official of the municipality * | No |
| - Housing development involves municipal funding                          | No |
| - Housing development involves land owned or donated by the municipality  | No |

*\*Other acceptable evidence: Zoning variance issued by ZBA for project; Minutes from Board of Selectman meeting showing that project was discussed and approved, etc.*

Explanation (Required)

Please explain at the end of each category how the development follows the relevant *Sustainable Development Principle(s)* and explain how the development demonstrates each of the checked "X" statements listed under the *Sustainable Development Principle(s)*.

#### (1) Concentrate Development and Mix Uses

Support the revitalization of city and town centers and neighborhoods by promoting development that is compact, conserves land, protects historic resources, and integrates uses. Encourage remediation and reuse of existing sites, structures, and infrastructure rather than new construction in undeveloped areas. Create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes.

- |   |    |
|---|----|
| - Higher density than surrounding area                        | No |
| - Mixes uses or adds new uses to an existing neighborhood     | No |
| - Includes multi-family housing                               | No |
| - Utilizes existing water/sewer infrastructure                | No |
| - Compact and/or clustered so as to preserve undeveloped land | No |
| - Reuse existing sites, structured, or infrastructure         | No |
| - Pedestrian friendly   | No |
| - Other (discuss below  | No |

Explanation (Required)



## (2) Advance Equity & Make Efficient Decisions

Promote equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning and decision making to ensure social, economic, and environmental justice. Ensure that the interests of future generations are not compromised by today's decisions.

Promote development in accordance with smart growth and environmental stewardship.

- Concerted public participation effort (beyond the minimally required public hearings)	No
- Streamlined permitting process, such as 40B or 40R	No
- Universal Design and/or visitability	No
- Creates affordable housing in middle to upper income area and/or meets regional need	No
- Creates affordable housing in high poverty area	No
- Promotes diversity and social equity and improves the neighborhood	No
- Includes environmental cleanup and/or neighborhood improvement in an Environmental Justice Community	No
- Other (discuss below)	No

Explanation (Required)

## (3) Protect Land and Ecosystems

Protect and restore environmentally sensitive lands, natural resources, agricultural lands, critical habitats, wetlands and water resources, and cultural and historic landscapes. Increase the quantity, quality and accessibility of open spaces and recreational opportunities.

- Creation or preservation of open space or passive recreational facilities	No
- Protection of sensitive land, including prime agricultural land, critical habitats, and wetlands	No
- Environmental remediation or clean up	No
- Responds to state or federal mandate (e.g., clean drinking water, drainage, etc.)	No
- Eliminates or reduces neighborhood blight	No
- Addresses public health and safety risk	No
- Cultural or Historic landscape/existing neighborhood enhancement	No
- Other (discuss below)	No

Explanation (Required)

#### **(4) Use Natural Resources Wisely**

Construct and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water and materials.

- |   |    |
|---|----|
| - Uses alternative technologies for water and/or wastewater treatment | No |
| - Uses low impact development (LID) for other innovative techniques   | No |
| - Other (discuss below)   | No |

Explanation (Required)

#### **(5) Expand Housing Opportunities**

Support the construction and rehabilitation of homes to meet the needs of people of all abilities, income levels and household types. Build homes near jobs, transit, and where services are available. Foster the development of housing, particularly multifamily and single-family homes, in a way that is compatible with a community's character and vision and with providing new housing choices for people of all means.

- |  |    |
|--|----|
| - Includes rental units, including for low/mod households            | No |
| - Includes homeownership units, including for low/mod households     | No |
| - Includes housing options for special needs and disabled population | No |
| - Expands the term of affordability                                  | No |
| - Homes are near jobs, transit and other services                    | No |
| - Other (discuss below)  | No |

Explanation (Required)



#### **(6) Provide Transportation Choice**

Maintain and expand transportation options that maximize mobility, reduce congestion, conserve fuel and improve air quality. Prioritize rail, bus, boat, rapid and surface transit, shared-vehicle and shared-ride services, bicycling and walking. Invest strategically in existing and new passenger and freight transportation infrastructure that supports sound economic development consistent with smart growth objectives.

- |   |    |
|---|----|
| - Walkable to public transportation   | No |
| - Reduces dependence on private automobiles (e.g., provides previously unavailable shared transportation, such as Zip Car or shuttle buses)   | No |
| - Increased bike and ped access   | No |
| - For rural areas, located in close proximity (i.e., approximately one mile) to a transportation corridor that provides access to employment centers, retail/commercial centers, civic or cultural destinations | No |
| - Other (discuss below)   | No |

Explanation (Required)

#### **(7) Increase Job and Business Opportunities**

Attract businesses and jobs to locations near housing, infrastructure, and transportation options. Promote economic development in industry clusters. Expand access to education, training and entrepreneurial opportunities. Support growth of local businesses, including sustainable natural resource-based businesses, such as agriculture, forestry, clean energy technology and fisheries.

- |  |    |
|--|----|
| - Permanent Jobs   | No |
| - Permanent jobs for low- or moderate- income persons  | No |
| - Jobs near housing, service or transit  | No |
| - Housing near an employment center  | No |
| - Expand access to education, training or entrepreneurial opportunities  | No |
| - Support local business   | No |
| - Support natural resource-based businesses (i.e., farming, forestry, or aquaculture)                                | No |
| - Re-uses or recycles materials from a local or regional industry's waste stream                                     | No |
| - Support manufacture of resource-efficient materials, such as recycled or low-toxicity materials                    | No |
| - Support businesses that utilize locally produced resources such as locally harvested wood or agricultural products | No |
| - Other (discuss below)  | No |

Explanation (Required)

## **(8) Promote Clean Energy**

Maximize energy efficiency and renewable energy opportunities . Support energy conservation strategies, local clean power generation, distributed generation technologies, and innovative industries. Reduce greenhouse gas emissions and consumption of fossil fuels.

- |  |    |
|--|----|
| - Energy Star or Equivalent*   | No |
| - Uses renewable energy source, recycled and/or non-/low-toxic materials, exceeds the state energy code, is configured to optimize solar access, and/or otherwise results in was reduction and conservation of resources | No |
| - Other (discuss below)  | No |

\*All units are required by MassHousing to be Energy Star Efficient. Please include in your explanation a description of how the development will meet Energy Star criteria.

Explanation (Required)

## **(9) Plan Regionally**

Support the development and implementation of local and regional, state and interstate plans that have broad public support and are consistent with these principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long term costs and benefits to the Commonwealth.

- |   |    |
|---|----|
| - Consistent with a municipally supported regional plan                               | No |
| - Addresses barriers identified in a Regional Analysis of Impediments to Fair Housing | No |
| - Measureable public benefit beyond the applicant community                           | No |
| - Other (discuss below)   | No |

Explanation (Required)



# Attachment 7.1

Narrative Describing Communications with  
Municipal Officials

### 7.1 Narrative of Prior Correspondence with Municipal Offices

Maggiore discussed the proposed development with Jennifer Raitt, Arlington Town Planner in June of 2021. Because of the Riverfront Area of the site that is within the Conservation Commission's jurisdiction, Maggiore has participated in multiple working sessions with the Arlington Conservation Commission to discuss the Riverfront Area and the proposed mitigation plan. These working sessions took place on July 15, 2021, October 7, 2021, and January 6, 2022.

Maggiore also presented the project to the Arlington Select Board on April 4, 2022.



# Attachment 7.4

Evidence of ACH/Wire Transfer Receipt



## Wire Confirmation

The wire transfer request below has been submitted.  
The balances shown below are recorded at the time of the request.

### Schedule Information

Confirmation: 3092409882  
Approval status: 1 of 1 received  
Transmitted: 04/29/2022 10:30:25 AM (ET)  
Transmitted by: DJB01801

### Debit Information

Account: 1025 Mass Ave LLC - \*2508 - Checking - \$99,876.97  
(Balance as of: 04/29/2022 10:22:23 AM (ET) Not a guarantee of available funds.)  
Wire type: Domestic wire  
Security code:  
Send on date: 04/29/2022  
Amount: \$7,650.00  
Currency: USD

### Recipient Information

Bank ID type: ABA  
Bank ID: 026009593  
Bank name: BANK OF AMERICA, N.A., NY  
Bank address 1: NEW YORK  
Bank address 2: NY  
Bank address 3:  
Recipient account: (If appropriate enter the IBAN) 4628795913  
Recipient name: Mass Housing General Lockbox  
Recipient address 1: One Beacon Street  
Recipient address 2: Boston MA 02108  
Recipient address 3:  
Additional information for recipient: FBO 1025 Mass LLC 1021-1025 Mass Avenue Arlington 40b Comp Permit Fee

### First Intermediary Information

Bank ID type:  
Bank ID:  
Intermediary account: (If appropriate enter the IBAN)  
Bank name:  
Bank address 1:  
Bank address 2:  
Bank address 3:

### Second Intermediary Information

Bank ID type:  
Bank ID:  
Intermediary account: (If appropriate enter the IBAN)  
Bank name:  
Bank address 1:  
Bank address 2:  
Bank address 3:

### Wire Initiator Information

Wire initiator name: MAGGIORE CONSTRUCTION CORPORATION  
Wire initiator address 1: 13 WHEELING AVE  
Wire initiator address 2: WOBURN, MA 018012008





### **MPM Wire Request**

**Date:** April 29, 2022

**Amounts:** \$7650.00

**Payable to:** See attached wiring instructions

**For:** 1021-1025 Mass Ave 40B Comp Permit Fee

**Deliver to:** By wire

**Entity:** 1025 Mass Ave, LLC (MAJ)

**Job/ Entity:**

**Cost Category:** n/a

**Authorized by:** Matt Maggiore

**Initials:** 



Massachusetts Housing Finance Agency  
One Beacon Street, Boston, MA 02108

TEL: 617.854.1000  
FAX: 617.854.1091 | [www.masshousing.com](http://www.masshousing.com)  
Videophone: 857.366.4157 or Relay: 711

## General Lockbox Wire Instructions

<b>Bank:</b>	<b>Bank of America</b>
<b>Wire ABA#</b>	<b>026-009-593</b>
<b>ACH ABA#</b>	<b>011-000-138</b>
<b>Acct Name:</b>	<b>General Lockbox</b>
<b>Acct #</b>	<b>462-879-5913</b>



# Attachment 7.5

MHP Technical Assistance/Mediation Fee



# 1025 MASS AVE LLC

## Letter of Transmittal

To: MHP FUND  
PO Box 845437  
Boston, MA 02284-5437

Date: 29-Apr-22 Job No. 1603  
 RE: 1021 & 1025-1027 Massachusetts Ave  
Arlington, MA 02476

Attention Katie Bosse

Sent Via: USPS  
 Ref: 1021 & 1025-1027 Massachusetts Ave

Phone: \_\_\_\_\_

We are sending you the following:

- |   |                                      |   |
|---|--------------------------------------|---|
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Submittals  | <input type="checkbox"/> Specifications   |
| <input type="checkbox"/> Plans          | <input type="checkbox"/> Quotation   | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Contract       | <input type="checkbox"/> Requisition | <input checked="" type="checkbox"/> Other |

QUANTITY	NO.	DESCRIPTION
	1	Total Technical Assistance/Mediation form
	1	Check payable to Mass Housing Partnership

These Items Are Transmitted;

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> For approval            | <input checked="" type="checkbox"/> As requested | <input type="checkbox"/> Approved as Noted         |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> For revision            | <input type="checkbox"/> Returned with corrections |

Comments:

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Copy To: \_\_\_\_\_

From: Matthew Maggiore  
 President



**PAYMENT OF TOTAL TECHNICAL ASSISTANCE / MEDIATION AND UNIT FEE**

Please complete this form and mail it, along with your check for the Total Technical Assistance / Mediation and Unit Fee made payable to Massachusetts Housing Partnership, to the address below.

MHP FUND  
PO Box 845437  
Boston, MA 02284-5437

**Attn: Katie Bosse**

- Name of applicant: 1025 Mass Ave LLC
- Location of project: 1021 + 1025-1027 Massachusetts Ave Arlington
- Name of project: The Residences at Mill Brook
- Number of units: 50
- Number of acres of site: 1.08
- Rental or Homeownership: Home ownership

1000

1025 Mass Ave LLC  
13 Wheeling Ave  
Woburn, MA 01801

4/29/2022  
DATE

51-7218/2211

PAY  
TO THE  
ORDER OF

MHP Fund

\$

5,000.00

\*\*\*\*\* Five thousand and 00/100 \*\*\*\*\*

DOLLARS



Security Features  
Included  
Details on Back

**People's United  
Bank**

FOR 1021-1025 Mass Ave Mediation Unit Fee

*Paul J. Maggiorio*

MP

⑈001000⑈ ⑆221172186⑆ 6213932508⑈



# Attachment 7.6

W-9 (Taxpayer Identification Number)

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>1025 Mass Ave LLC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>P</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>13 Wheeling Avenue</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Woburn, MA 01801</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

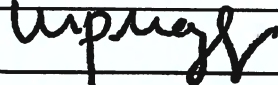
Social security number									
				-				-	
or									
Employer identification number									
8	8	-	1	2	4	0	4	7	7

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>4-5-2022</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*